

Chapter 8.23 RECYCLING HAULER REPORTING

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8.23.10 Findings.

The County of Fresno Board of Supervisors find that:

- A. There is a need to implement a Reporting System for Recycling Haulers to begin collecting, compiling and submitting to the County recycling diversion data that is currently unavailable.
- B. Currently the County receives recycling diversion data only from haulers within Exclusive Service Area Program and will receive recycling diversion data from haulers within the Non-Exclusive Waste Hauler Agreement Program.
- C. Implementation of a requirement for Recycling Haulers to submit quarterly reports on the volumes and types of recyclable materials they collect within the County's unincorporated areas will enable the County to capture data needed for planning purposes related to meeting State diversion mandates.

8.23.20 Purpose and Intent.

- A. This chapter establishes a system for registering Recycling Haulers who are performing services in the unincorporated areas of the County and requiring them to submit information on the volume and types of Recyclable Materials they collect within the County's unincorporated areas. This system will require each Recycling Hauler to submit to the County Representative, on a quarterly basis, a Recycling Report providing the specified data.
- B. This chapter is not intended to preclude a resident, business, building or demolition contractor from donating, selling or otherwise disposing or hauling Recyclable Materials.

8.23.30 Definitions.

- A. "C&D Debris" ("Construction and Demolition Debris" or "C&D") means materials resulting from construction, renovation, remodeling, repair or demolition operations on any residential, commercial or other structure or pavement. The C&D materials can be in mixed or source separated form.
- B. "County Representative" means the Director of the Department of Public Works and Planning, or his/her designee, who may be a County official or an agent of County specifically designated to serve as the County Representative and thereby authorized to administer the program and enforce the terms of this chapter on County's behalf.
- C. "Discarded Material" means Solid Waste, Recyclable Materials, and Organic Materials placed by a Generator in a collection container and/or at a location that is designated for collection.
- D. "Generator" means a person whose act or process produces Solid Waste, Recyclable Materials, or Organic Materials.
- E. "Organic Materials" or "Compostable Materials" mean Discarded Materials from a Generator intended for and capable of being composted, digested or otherwise processed (such as food scraps, yard trimmings or compostable paper), and that are separated, set aside, handled, packaged, offered, or otherwise delivered for collection by

a Generator in a manner different from Solid Waste.

- F. "Recycling Hauler" means a person or entity engaged in commercial hauling of Recyclable Materials, Organic Materials, or C&D with no more than ten percent (10%) Residual in the unincorporated area of the County and is not engaged in commercial hauling of Solid Waste pursuant to the Exclusive Service Area Program (described in Chapter 8.21) or the Non-Exclusive Waste Hauler Agreement Program (described in Chapter 8.24). A person or entity engaged in commercial hauling of Recyclable Materials, Organic Materials, or C&D with more than ten percent (10%) Residual must comply with the requirements of the Exclusive Service Area Program (described in Chapter 8.21) or the Non-Exclusive Waste Hauler Agreement Program (described in Chapter 8.24).
- G. "Recyclable Materials" or "Recyclables" means Discarded Materials from a Generator intended for and capable of being recycled, and that are separated, set aside, handled, packaged, offered, or otherwise delivered for Collection by a Generator in a manner different from Solid Waste.
- H. "Recycling Report" means the report providing information on the volume and types of Recyclable Materials and/or Organic Materials transported by the Recycling Hauler in the unincorporated area of the County.
- I. "Residual" means the non-recyclable, non-compostable materials left over after processing residual waste or Recyclable Materials or Organic Materials or C&D. This material is typically disposed in a landfill.
- J. "Solid Waste" means all putrescible and non-putrescible solid, semisolid, and liquid wastes, as defined in California Public Resources Code §40191.

8.23.40 Recycling Hauler Registration.

- A. Recycling Haulers shall register with the County Representative and provide Recycling Reports as set forth in this chapter.
- B. Registration shall be in writing and submitted in a format specified by the County Representative, and each Recycling Hauler shall pay an annual administrative fee to the County in the amount of \$150.00, payable on July 1 of each year.
- C. Registration of a Recycling Hauler shall be renewed every three years.

8.23.50 Reporting Requirements.

- A. Each Recycling Hauler shall be required to submit a Recycling Report each calendar quarter to the County Representative, providing data on the volume and type of Recyclable Materials hauled during the calendar quarter from Generators within the unincorporated areas of the County. The Recycling Report shall be due to the County Representative approximately forty-five (45) calendar days after the end of each calendar quarter as follows: First Quarter (January-February-March) report due May 15; Second Quarter (April-May-June) report due August 15; Third Quarter (July-August-September) report due November 15; Fourth Quarter (October-November-December) report due February 15.
- B. The format of the Recycling Report and submittal guidelines shall be determined by the County Representative. The data to be included by the Recycling Hauler in the Recycling Report must provide to the furthest extent possible the specific volumes and types of Recyclable Materials by weight (e.g., tons) and by the source of generation.

8.23.060 Civil Administrative Penalties.

Failure of a Recycling Hauler to comply with any or all of the provisions of this chapter shall be subject to enforcement as an infraction, including the issuance of any administrative citations

and/or fines as provided for in Fresno County Ordinance Code Chapter 1.13, in the amount of \$100 for the first violation, \$200 for the second violation and \$500 for each subsequent violation.

Chapter 8.24 NON-EXCLUSIVE WASTE HAULER AGREEMENT PROGRAM

Sections:

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8.24.10 Findings.

The County of Fresno Board of Supervisors finds that:

- A. The State of California through its California Integrated Waste Management Act of 1989, Assembly Bill 939, codified as Public Resources Code Section 40000, et seq. ("AB 939"), requires that each local jurisdiction in the State Divert fifty percent of discarded materials from landfill deposition;
- B. The County is empowered under Article XI, Section 7, of the California Constitution to make and enforce, within its limits, all police and sanitary ordinances and regulations not in conflict with general laws;
- C. In the exercise of its police powers, the County may determine, in its discretion and consistent with the broad scope of its authority in the area of public health and sanitation, the best methods or means available to advance and protect the public health, safety, and welfare of the residents of the County;
- D. The storage, accumulation, Collection and Disposal of Solid Waste, including without limitation, garbage, trash, debris and other Discarded Materials is a matter of substantial public concern in that improper control of these materials may create a public nuisance, air pollution, fire hazard, rodent and insect infestation and other problems adversely affecting the public health, safety and welfare.
- E. Pursuant to the California Public Resources Code, the County is authorized to determine aspects of Solid Waste handling which are of local concern and the means by which such services are to be rendered under terms and conditions prescribed by the County of Fresno Board of Supervisors by resolution or ordinance, including the provision of Solid Waste Collection, processing and Disposal services on an exclusive or non-exclusive basis, either with or without competitive bidding;
- F. Implementation of a Non-Exclusive Waste Hauler Agreement system will improve documentation of recycling efforts by requiring the Contractor to provide Collection, Disposal, and recycling information as required by AB 341 (Chapter 476, Statutes of 2011) and AB 1826 (Chapter 727, Statutes of 2014). This aids the County's effort to substantiate its compliance with the State's waste reduction mandate;

- G. The County of Fresno Board of Supervisors has determined that establishment of the Non-Exclusive Waste Hauler Agreement Program, which together with the Exclusive Service Area Program described in Chapter 8.21 is intended to regulate the Collection and Disposal of Solid Waste and promote recycling and other waste Diversion efforts in the unincorporated areas of the County, is required as the means that will best advance and protect the public health, safety and welfare of the residents of the County, based on the foregoing findings.

(Ord. xxxx)

8.24.020 Purpose and Intent.

It is the purpose and intent of this chapter to establish a Non-Exclusive Waste Hauler Agreement Program to provide additional regulation and oversight regarding the provision of Solid Waste Handling Services in the unincorporated areas of the County, in order to advance the County's AB 939 Diversion efforts, and to promote the general health, safety and welfare of Fresno County and its inhabitants.

(Ord. xxxxx)

8.24.030 County.

This chapter is adopted pursuant to the police power of the County of Fresno as set forth in Article XI, Section 7, of the California Constitution.

(Ord. xxxx)

8.24.40 Definitions.

For purposes of this chapter, the following terms shall be defined as follows:

- A. "AB 341" means the California legislation (Stats. 2006, Ch. 476), as it may be amended from time to time, that, among other things, added Chapter 12.8 (commencing with section 42649) of Part 3 of Division 30 of the Public Resources Code, imposing mandatory commercial recycling and requirements that each jurisdiction implement an outreach and education program and monitor compliance with the mandatory commercial recycling requirements.
- B. "AB 939" means the California Integrated Waste Management Act of 1989 (California Public Resources Code, Division 30, commencing with Section 40000), as it may be amended from time to time.
- C. "AB 1826" means the California legislation (Stats. 2014, Ch. 727), as it may be amended from time to time, that, among other things, added Chapter 12.9 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public Resources Code, imposing requirements that each jurisdiction implement an organic waste recycling program and provide for education, outreach and monitoring of businesses subject to those requirements.
- D. "Applicable Law" means all Federal, State and local laws, ordinances, regulations, rules, orders, judgments, decrees, resolutions, permits, approvals, or other type of requirement imposed by any governmental agency having jurisdiction over the Collection and disposition of Solid Waste, including those that are in force and effective as of the

Effective Date, as well as such additions and changes thereto as become effective by means of their enactment, amendment, issuance or promulgation after the Effective Date and during the term of the Non-Exclusive Waste Hauler Agreement.

- E. "Board of Supervisors" means the governing legislative body of the County of Fresno.
- F. "CERCLA" means the Comprehensive Environmental Responsibility Compensation and Liability Act, 42 United States Code Section 9601, et seq., as amended or superseded, and the regulations promulgated thereunder.
- G. "Change in Law" means the adoption, promulgation, or modification of any generally applicable and enforceable Federal, State or local law, regulation, ordinance, order, judgment, decree, permit or administrative agency guidelines (excluding orders, judgments, and decrees specific to a particular facility) duly adopted and promulgated officially in writing for uniform application occurring after the Effective Date (hereinafter collectively referenced as "Laws"). Change in Law does not include any changes initiated by a Contractor. Change in Law shall not include (i) Laws enacted or adopted prior to the Effective Date, or (ii) Laws particular to the Solid Waste, Collection, hauling, processing and Disposal industry that are enacted or finally adopted or approved prior to the Effective Date of the Non-Exclusive Waste Hauler Agreement but initially become effective after such date.
- H. "Collection" (and "Collect," "Collected," and "Collecting") means the pickup and removal by Contractor from its Customers' premises of Solid Waste, or other material and transportation of such material to a Solid Waste Facility, as appropriate and consistent with Contractor's obligations under the Non-Exclusive Waste Hauler Agreement.
- I. "Collection Vehicle" means vehicles used to provide Solid Waste Handling Services such as Roll-Off trucks, box trucks with or without a hydraulic lift gate, or trucks with open top containers affixed to the body of the truck.
- J. "Compactor," "Compactors," "Compactor Service" means any Container incorporating a built-in mechanism to reduce waste volume by crushing action or other compacting method.
- K. "Construction and Demolition Debris," "C&D Debris" or "C&D" means the debris from used construction materials, dredging, grubbing, and rubble resulting from constructing, remodeling, repair, razing, renovation, demolition, excavation or construction clean-up activities at residential, commercial or governmental buildings, and any other structure or pavement.
- L. "Container(s)" means Roll-Off Boxes, compactors, trailers, or similar containers used to provide Solid Waste Handling Services. All Containers shall be clearly labeled with the company name and phone number on a minimum of two sides with a minimum font size of four inches. This definition does not include carts or bins as defined in Chapter 8.21 and utilized as part of delivery of services under an Exclusive Service Area Program Agreement pursuant thereto.
- M. "Contractor (s)" means the party or parties that enter into Non-Exclusive Waste Hauler Agreements with the County.

- N. "County" means the legal entity known as the County of Fresno, California, a political subdivision of the State of California; and depending upon the context in which the term is used, "County" also may mean the geographical area within the territorial boundaries of the County of Fresno, as it exists now or in the future.
- O. "County Representative" means the Director of the Department of Public Works and Planning, or his/her designee, who may be a County official or an agent of County specifically designated to serve as the County Representative and thereby authorized to administer the program and enforce the terms of the Non-Exclusive Waste Hauler Agreements on County's behalf.
- P. "County Solid Waste Surcharges" means the charges imposed by the County on all Solid Waste generated within the Southeast Regional Commission area for closure and post-closure maintenance of the closed County landfill in the Southeast Regional Commission area and the charges imposed by the County on all Solid Waste generated and Collected in the County, used for Countywide Solid Waste management program activities.
- Q. "Customer" means the person or entities receiving Solid Waste Handling Services pursuant to a Non-Exclusive Waste Hauler Agreement.
- R. "Debris Box Services" means the Collection, transportation, and Disposal of materials placed in containers of ten (10) cubic yards or greater.
- S. "Delivery" means a Customer's deposit of Solid Waste in a Container at a location designated for Collection consistent with County's codes or ordinances.
- T. "Designated Solid Waste Facility" means a permitted Solid Waste Facility, if one is specifically designated by the County, for use by Contractor, to which Contractor shall deliver all Solid Waste Collected under a Non-Exclusive Waste Hauler Agreement following such designation.
- U. "Discarded Material" means Solid Waste, Recyclable Materials, and Organic Materials placed by a Generator in a Collection Container and/or at a location that is designated for Collection.
- V. "Disposal," "Disposing," "Dispose," or "Disposed" means the final disposition, at a Solid Waste Facility, of Solid Waste Collected by Contractor.
- W. "Diversion" or "Diverted" means activities that reduce or eliminate the amount of Solid Waste from Solid Waste Disposal including, but not limited to, recycling and composting.
- X. "Effective Date" means the date on which the Non-Exclusive Waste Hauler Agreement is fully executed by the Parties, which shall be deemed to be the date of its approval on behalf of County.
- Y. "ESAP Hauler(s)" means a Solid Waste Enterprise engaged in commercial hauling of Solid Waste in the unincorporated area of the County governed by the Exclusive Service Area Program provisions of Chapter 8.21. Only an ESAP Hauler can be both an ESAP Hauler and a NEWHA hauler.

- Z. "Exclusive Service Area Program" or "ESAP" means the program established by the enactment of Chapter 8.21, including the contracts described therein ("ESAP Agreements") that establish the Exclusive Service Areas that are assigned thereunder to designated private waste haulers ("ESAP Haulers"), to provide weekly Collection services as provided therein.
- AA. "Excluded Waste," means
- (i) Hazardous Waste,
 - (ii) Medical and Infectious Waste
 - (iii) Volatile, corrosive, biomedical, infectious, biohazardous, and toxic substances or material,
 - (iv) Waste that Contractor reasonably believes would, as a result of or upon Disposal, be a violation of local, State or Federal law, regulation or ordinance, including land use restrictions or conditions,
 - (v) Waste that in Contractor's reasonable opinion would present a significant risk to human health or the environment, cause a nuisance or otherwise create or expose Contractor or County to potential liability, and
 - (vi) Special Waste.
- BB. "Generator" means a person whose act or process produces Solid Waste, Recyclable Materials, Organic Materials or Construction and Demolition Debris.
- CC. "Hazardous Waste" shall have the meaning set forth in California Code of Regulations, Title 14, Division 7, Chapter 3, Article 4, (most notably Section 17225.32) and Health and Safety Code Section 25117, or in CERCLA, or in their successor laws and regulations as may be amended from time to time, whichever definition is in the opinion of the County more inclusive.
- DD. "Medical and Infectious Waste" means biomedical waste generated at hospitals, public or private medical clinics, dental offices, research laboratories, pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and other similar establishments.
- EE. "Non-Exclusive Waste Hauler Agreement," "NEWHA," or "Agreement" means the agreement between the County and any NEWHA Hauler for the authorized provision of the Solid Waste Handling Services as specified therein, including all exhibits and future amendments thereto. A NEWHA Hauler shall comply with all provisions of the Agreement in providing Solid Waste Handling Services for any and each transaction involving the Collection, for compensation, of Solid Waste equal to or exceeding ten (10) cubic yards from any Customer.
- FF. "Non-Exclusive Waste Hauler(s)" or "NEWHA Hauler(s)" means a person or entity authorized to engage in commercial hauling of Solid Waste in the unincorporated area of the County that is not governed by the Exclusive Service Area Program provisions of Chapter 8.21. Only an ESAP Hauler can be both an ESAP Hauler and a NEWHA hauler.
- GG. "Non-Exclusive Waste Hauler Agreement Permit," or "NEWHA Permit," or "Permit" means the permit required to engage in the authorized commercial hauling of Solid Waste in the unincorporated area of the County that is not governed by the Exclusive Service Area Program provisions of Chapter 8.21.

HH. "Organic Materials" or "Compostable Materials" mean Discarded Materials from the Customer intended for and capable of being composted, digested or otherwise processed (such as food scraps, yard trimmings or compostable paper), and that are separated, set aside, handled, packaged, offered, or otherwise delivered for Collection by a Customer in a manner different from Solid Waste. Organic Materials shall not include any Excluded Waste.

II. "Party" or "Parties" means County or Contractor individually, or County and Contractor.

JJ. "Processing Site" means any plant or site used for sorting, cleansing, treating, or reconstituting Construction and Demolition Debris, Organic Materials, Recyclable Materials or Solid Waste for the purpose of making such material available for reuse.

KK. "Quarterly Remittance(s)" means the quarterly payment made to the County by each NEWHA Hauler of Service Fees and County Solid Waste Surcharges.

LL. "Recyclable Materials" or "Recyclables" mean Discarded Materials from the Customer intended for and capable of being recycled, and that are separated, set aside, handled, packaged, offered, or otherwise delivered for Collection by a Customer in a manner different from Solid Waste. Recyclable Materials shall not include any Excluded Waste.

MM. "Recycling Hauler" means a person or entity that is engaged in commercial hauling of Recyclable Materials, Organic Materials, or C&D with no more than ten percent (10%) Residual in the unincorporated area of the County and that is not engaged in commercial hauling of Solid Waste pursuant to the Exclusive Service Area Program (described in Chapter 8.21) or the Non-Exclusive Waste Hauler Agreement Program (described in Chapter 8.24). A person or entity engaged in commercial hauling of Recyclable Materials, Organic Materials, or C&D with more than ten percent (10%) Residual must comply with the requirements of the Exclusive Service Area Program (established by Chapter 8.21) or the Non-Exclusive Waste Hauler Agreement Program (established by this chapter).

NN. "Residual" means the non-recyclable, non-compostable materials left over after processing residual waste or Recyclable Materials or Organic Materials or C&D. This material is typically Disposed in a landfill.

OO. "Roll-Off Collection Truck" means a Collection Vehicle with a mechanical device such as a winch that pulls or loads a Roll-Off Box onto the truck bed or attached trailer and separately transports each Roll-Off Box to a Solid Waste Facility.

PP. "Roll-Off Box" means a metal Container of between ten (10) and fifty (50) cubic yards that is normally loaded onto a Roll-Off Collection Truck and transported to an appropriate facility. A Roll-Off Box may be open topped or covered at the discretion of County with or without a compaction unit. Roll-Off Boxes shall also include trailers.

QQ. "Self-Haul" or "Self-Hauler" means that any residential or commercial Generator of Solid Waste may itself, but not through an agent, transport and Dispose of Solid Waste generated within the unincorporated area of the County by the household or business enterprise of that Generator only. Any such "Self-Hauler" who elects to forego the Solid

Waste Handling Services offered by Contractor shall be obligated to comply with all applicable legal requirements governing such transport and Disposal, including but not limited to County reporting requirements.

RR. "Service Fee" means the portion of each NEWHA Hauler's gross revenues that is due and payable to the County from such gross revenues, as specified in the Non-Exclusive Waste Hauler Agreements.

SS. "Solid Waste" means Solid Waste as defined in California Public Resources Code, Division 30, Part 1, Chapter 2 (particularly Section 40191) and regulations promulgated thereunder, and without limitation includes the following: (1) Solid Waste; (2) Bulky Items; (3) vehicle parts as defined in California Code of Regulations, Title 23, Division 3, Chapter 15, Section 2520(d)(3) and Section 2523(c); and (4) electronic materials classified as universal wastes pursuant to CCR Title 14, Section 66260.22, et seq. Excluded from the definition of Solid Waste are: Excluded Waste, Recyclable Materials kept separate from Solid Waste for the purpose of Recycling, Organic Materials, and Construction and Demolition Debris.

TT. "Solid Waste Enterprise" means any individual, partnership, joint venture, unincorporated private organization, or private corporation, which is regularly engaged in the business of providing Solid Waste Handling Services.

UU. "Solid Waste Facility" means a solid waste transfer or processing station, a composting facility or organics processing facility, a gasification facility, a transformation facility, an Engineered Municipal Solid Waste conversion facility, or a Disposal facility, as consistent with California Public Resources Code §40194.

VV. "Solid Waste Handling Services" means the removal of Solid Waste and placement in a Collection Vehicle for transport, storage, or processing of Solid Waste for residential, commercial, institutional, or industrial users or Customers.

WW. "Source Separated" means the segregation, by the Generator, of materials designated for separate Collection for some form of recycling, processing, composting, recovery or reuse.

XX. "Special Waste" includes any materials that under current or future statute or regulation require the application of special treatment, handling, or Disposal practices beyond those normally required for Solid Waste. "Special Waste" shall be deemed to include, without limitation, all of the following: flammable waste; liquid waste transported in a bulk tanker; sewage sludge; pollution control process waste; residue and debris from cleanup of a spill or release of chemical substances, contaminated soil, waste, residual, debris, and articles from the cleanup of a site or facility formerly used for the generation, storage, treatment, recycling, reclamation, or Disposal of any other Special Wastes; dead animals; manure; waste water; explosive substances; radioactive substances; fluorescent tubes; and abandoned or discarded automobiles, trucks, motorcycles or parts thereof, including tires.

8.24.050 Application for Non-Exclusive Waste Hauler Agreement Permit. Applications to provide NEWHA Hauler Solid Waste Handling Services in the unincorporated County area shall be filed in writing and submitted in a format specified by the County Representative. Each such

application shall set forth, contain, or be accompanied by information specified in the application instructions provided by the County Representative, which shall include, at a minimum, the following:

(1) Qualifications Information.

- (i) Description of Applicant. A detailed statement of the corporate or other business entity organization of the applicant.
- (ii) Municipal References
- (iii) Customer References
- (iv) Proof of Insurance
- (v) History of Litigation, Regulatory Actions, and Liquidated Damages
- (vi) Criminal History

(2) Operations Information.

- (i) Estimated Number of Collection Vehicles
- (ii) Estimated Number of Compactors or Roll-Off Boxes if applicable
- (iii) Materials to be Collected - Description the types of materials (e.g., Solid Waste, Recyclable Materials, Organics Materials, Construction and Demolition Debris) to be Collected and services to be performed pursuant to grant of a NEWHA Permit.
- (iv) Processing Sites and Solid Waste Facilities to be utilized
- (v) Hazardous Waste Procedures
- (vi) Location and Hours of Customer Service Center
- (vii) Billing Procedures

(3) Application Fee for Permit. An application fee shall be provided with each application for a Permit, the amount of which shall be provided in the County of Fresno Master Schedule of Fees, Charges and Recovered Costs, which shall be paid in the form of cash, certified or cashier's check, or money order, to pay the costs of studying, investigating, and otherwise processing such application, and which shall be in consideration thereof and not returnable or refundable in whole or in part; provided, that any applicant who shall deliver to the County Representative a written withdrawal of or cancellation of any application hereunder, not later than the seventh day following the day such application is received by the County Representative, shall be entitled to have returned and refunded ninety percent (90%) of the application fee.

(4) Other Information as Requested by County Representative. Include any other details, statements, information or references pertinent to the subject matter of such application which shall be required or requested by the County Representative.

(5) Non-Exclusive Waste Hauler Agreement. Completion, execution by an individual authorized to bind the applicant, and submission as part of the application package, of the template Non-Exclusive Waste Hauler Agreement.

8.24.060 Application Review by County

The County Representative shall convene a committee to evaluate any and all applications for Non-Exclusive Waste Hauler Agreement Permits and the committee shall

provide a written recommendation to the County Representative as to the qualifications and capabilities of the applicant.

8.24.070 Waive irregularities

The County Representative may, in his/her discretion, waive any minor irregularities contained in an application.

8.24.80 Non-Exclusive Waste Hauler Agreement Permit procedure

The procedures set forth in this section shall govern the procedure for granting or denying the Non-Exclusive Waste Hauler Agreement Permit. The Board of Supervisors may adopt by resolution such additional procedures not inconsistent with this section.

- A. Unless suspended or revoked, the Permit shall remain valid for a period of three (3) years. The Permit must be renewed by Contractor prior to its expiration by application to the County Representative, the procedure for which may include, but is not necessarily limited to inspection of the Contractor's Collection Vehicles that are used in the performance of the Solid Waste Handling Services.
- B. Upon failure by any Contractor to renew the requisite Permit prior to the renewal deadline, the Permit would expire by its terms. In such event, the Agreement and the authorization provided therein for Contractor's performance of Solid Waste Handling Services pursuant to the terms thereof, would be automatically terminated.

8.24.90 Implementation and Operation of Non-Exclusive Waste Hauler Agreement Services

- A. The Collection, transportation and deposition of Solid Waste shall be provided on a non-exclusive basis by the Contractors, and such Solid Waste Handling Services shall be provided in accordance with the terms of the Agreements and subject to the provisions of this chapter.
- B. Rates collected by a Contractor from Customers for Solid Waste Handling Services will be used to pay all costs incurred by the Contractor to provide for the Collection, transportation, and Disposal of Solid Waste.
- C. Each Contractor shall ensure that its Customers are in compliance with the requirements of AB 341 and AB 1826 and shall confirm and report to the County Representative that Recyclable Materials and Compostable Materials are either:
 - 1. Collected by the Contractor
 - 2. Self-hauled by the Customer
 - 3. Collected by another Recycling Hauler, NEWHA Hauler or ESAP Hauler permitted to operate in the County
- D. Each Contractor shall deposit Collected Solid Waste at a permitted Solid Waste Facility.
- E. Each Contractor shall begin Solid Waste Handling Services on the Effective Date for the full implementation and enforcement of this chapter.
- F. Each Contractor shall limit Collection to six a.m. to seven p.m. in residential zones, and each Contractor shall limit Collection to four a.m. to six p.m. in commercial

zones; provided, however, that the County reserves the right to require Collection no earlier than six a.m. in commercial areas located near residences.

- G. Each Contractor shall submit annual and quarterly reports to the County. Contents of the annual and quarterly reports shall be as set forth in the Non-Exclusive Waste Hauler Agreements.
- H. Each Contractor shall pay the County a Service Fee as set forth in the Non-Exclusive Waste Hauler Agreements. Payment of the Service Fee shall be made to the County as part of the submittal of the quarterly report.
- I. Each Contractor shall be required to pay to the County Solid Waste Surcharges, for Collected Solid Waste generated in the County, whether deposited at a Solid Waste Facility located within or outside the boundaries of the County, as follows: (1) the per-ton closure/post-closure maintenance fee for Solid Waste generated and Collected within the territorial boundaries of the Southeast Regional Solid Waste Commission Area, as identified in Fresno County Ordinance Code Section 8.20.035; and (2) the per-ton surcharge for Solid Waste management program activities (this latter surcharge is incorporated into the tipping fee at the American Avenue Disposal Site, and thus requires no separate payment if that facility is used).
- J. Each Contractor shall have the right to refuse to accept hazardous, medical, or infectious waste, or other waste that may not legally be Disposed at a Solid Waste Facility or presents a hazard to the Contractor's employees. The Contractor shall contact the Customer and request proper Disposal by Customer of such waste.
- K. All materials a Contractor is prohibited from Collecting (under any of its governmental permits) shall remain the property of the Customer that discarded such materials. The Customer shall remain solely responsible for such materials, including without limitation, the transportation and Disposal of such materials, retrieval of such materials from any location to which a Contractor may have transported them and for any and all damages, losses, liabilities, fines, penalties, forfeitures, claims, demands, actions, proceedings or suits arising out of or relating to the generation, transportation, handling, cleanup, remediation or Disposal of such materials.
- L. Customers may place, at the point of Collection the following items:
 - 1. Solid Waste;
 - 2. Recyclable Materials;
 - 3. Organic Materials;
 - 4. Construction and Demolition Debris
- M. Each residential or commercial Generator of Solid Waste shall have the option to self-haul its own Solid Waste so long as the transport and Disposal is performed in a manner consistent with the provisions of this chapter and all other applicable laws, ordinances and regulations, including but not limited to the following:
 - 1. Any residential or commercial Generator of Solid Waste may itself (for a commercial Generator this means performance of its Disposal services by an individual listed on its payroll as an employee), but not through an agent, transport and properly Dispose of Solid Waste as defined by this chapter, generated within the unincorporated area of the County by the household or business enterprise of that Generator only.

2. Each residential or commercial Generator of Solid Waste shall be required to secure Solid Waste Handling Services from a Contractor with a Non-Exclusive Waste Hauler Agreement or an ESAP Hauler (pursuant to Chapter 8.21) if the Generator does not elect to self-haul its own Solid Waste.
 3. Each residential or commercial Generator of Solid Waste who elects to forego the Solid Waste Handling Services offered by a Contractor with a Non-Exclusive Waste Hauler Agreement pursuant to this chapter shall be obligated to comply with all applicable legal requirements governing the transport and Disposal of Solid Waste, including but not limited to such "self-hauler reporting requirements" as may be mandated by subsequent amendment to this chapter.
- N. Waste consisting of flammable liquids, anti-freeze, insecticides, poisons, caustics, acids, explosives, liquid paint or other household hazardous waste material, shall not be placed for Collection, but rather shall be delivered to a designated hazardous waste facility consistent with Applicable Law, or at a County-sponsored household hazardous waste drop-off event. The unlawful Disposal of hazardous waste, household hazardous waste, or medical and infectious waste is illegal and already subject to appropriate remedies under existing law. Hazardous waste and medical and infectious waste shall not be placed by Customers for Collection by means of Solid Waste Handling Services provided by Contractors pursuant to this chapter, but rather shall be handled by Customers in accordance with all applicable legal requirements.
- O. It is unlawful for any individual, firm or entity to establish, operate or carry on the business of Collection, transport and/or Disposal of Solid Waste, Recyclable Material, Organic Material and Construction and Demolition Debris in the unincorporated areas of the County, except:
1. NEWHA Haulers operating in conformance with the provisions of this chapter;
 2. ESAP Haulers operating in conformance with Chapter 8.21;
 3. Recycling Haulers operating in conformance with Chapter 8.23;
 4. Materials which otherwise would constitute Solid Waste that are removed from premises by a landscaping, gardening or construction contractor as an incidental part of a gardening, landscaping, tree trimming, cleaning, maintenance, construction or similar service offered by that contractor rather than a hauling service;
 5. Recyclable Material, Organic Material or Construction and Demolition Debris generated by a Customer and donated or sold by the Customer;
 6. Self-haul materials, which are delivered by an individual (or for a commercial Generator, where the Disposal services are provided by an individual listed on the Generator's payroll as an employee), directly to a Processing Site, or Solid Waste Facility in a manner consistent with any and all other laws, regulations or ordinances now or hereafter applicable.
- P. This chapter is not intended to prohibit the Collection, transport and Disposal of any items of Excluded Waste beyond those restrictions already applicable under existing laws, regulations or ordinances in effect as of the date of enactment of this chapter.
- Q. **Non-Exclusive Waste Hauler Agreements, Required Terms.** The County Representative shall cause to be prepared a standard form of Non-Exclusive

Waste Hauler Agreement, which shall be approved by the Board of Supervisors and utilized as the template for each Non-Exclusive Waste Hauler Agreement. The Board of Supervisors may at its discretion, delegate to the County Representative or his or her designee, the ability to approve and execute on the County's behalf each Non-Exclusive Waste Hauler Agreement. Each such Agreement shall include the following terms, which are the basic terms upon which the County is willing to enter into a Non-Exclusive Waste Hauler Agreement under this chapter:

1. **Term.** The duration of each Agreement shall be stated and shall not exceed an initial term of three (3) years.
2. **Record Keeping and Reporting.** Each Agreement shall require the contracting NEWHA Hauler to maintain accurate accounting, statistical, and other records relating to services provided under the Agreement, and to comply with all report submittal requirements and related matters as specified therein.
3. **Indemnity and Insurance Requirements.** Each Agreement shall contain appropriate insurance requirements, indemnity and defense provisions, and provisions for payment of the Service Fee and the County Solid Waste Surcharges.

8.24.100 Revocation or Suspension of Permit

After a hearing as provided for in this part, the County Representative may revoke or suspend any Permit if the Contractor has violated a provision of this chapter or of the Agreement or any other Applicable Law, ordinance or regulation of any public agency. It is unlawful for any person to operate under a Permit which has been revoked or suspended.

A. Interim Suspension

The County Representative, without a hearing, may suspend a Permit for not more than ninety (90) days, if the County Representative finds that continued operation by the Contractor will constitute a threat to the public health, safety or general welfare of the County.

B. Notice of Hearing on Suspension or Revocation of Permit

For any suspension of a Permit based on a violation that is not cured by the Contractor within thirty (30) days' notice of such violation, or the proposed revocation of a Permit, the Contractor shall be provided the opportunity for a hearing, before a panel convened by the County Representative for that purpose. The County Representative or his/her agent shall serve a notice of suspension or revocation of a Permit on the Contractor by first class certified mail not less than fifteen (15) days prior to such hearing. The Contractor also shall have the right to appeal any ruling of the panel approving the suspension or revocation of the Permit to the Director of the Department of Public Works and Planning.

C. Revocation

In the event of a ruling approving the revocation of a Permit, the County Representative shall notify the Contractor within forty-eight (48) hours in writing of the reasons therefor. Such notification may be made in person or by registered/certified mail. The notice shall include, without limitation, the effective date of any revocation of a Permit to Collect Solid Waste.

D. Appeals

A person may appeal any ruling of the panel approving the suspension or revocation of a Permit, provided a written notice is received by the County Representative within twenty (20) calendar days after notice by the County Representative of any notice of ruling on the suspension or revocation of a Permit from the County Representative to the Contractor. Appeals requesting a review must be submitted in writing and must provide a detailed explanation of the basis for the appeal.

The Director of the Department of Public Works and Planning shall review and resolve all appeals. The hearing on any appeal shall be conducted before the Director, or in the discretion of the Director, before a hearing officer appointed by the Director who will provide a recommended decision to the Director. Failure by Contractor to pursue a timely appeal shall be deemed a failure to exhaust administrative remedies.

E. Customer Notification

Upon denial of a Permit by the County Representative, or final revocation of a Permit following the resolution of any appeal, the Contractor or collector shall cease operations in the County within the time period determined by the County Representative or Board on appeal, but in no event shall the Contractor or collector operate for more than forty-five (45) days after notice of revocation or denial.

The Contractor shall provide each of its Customers written notification by certified mail of termination of service within ten (10) days of revocation or denial of a Permit, a copy of which shall be provided to the County Representative. Such notice shall have attached a list of all current NEWHA Haulers in the County.

8.24.110 Severability

If any clause, provision, sentence, or paragraph of the ordinance codified in this chapter, or the application thereof, is deemed to be invalid as to any person, entity, establishment, or circumstance, such invalidity shall not affect the other provisions of this chapter which shall still remain in full force and effect, and to this end, it is declared that the provisions of this chapter are severable.

(Ord. xxxx).