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ORDINANCE NO.

An ordinance of San Bernardino County, State of California, amending Title 4, Division 6 of the San Bernardino County Code relating to reducing short-lived climate pollutants and to add Title 3, Division 3, Chapter 15 to the San Bernardino County Code relating to organic waste disposal reduction and food recovery and to add section 14.0117 to the San Bernardino County Code relating to mulch procurement to comply with Senate Bill 1383 requirements.

The Board of Supervisors of the County of San Bernardino, State of California, ordains as follows:

SECTION 1. Title 4, Division 6 of the San Bernardino County Code is amended to read in its entirety as follows:

DIVISION 6: SOLID WASTE HANDLING FRANCHISES AND REQUIREMENTS

CHAPTER 1: PURPOSES AND REQUIRED AUTHORIZATIONS

Section

46.0101 Purposes.

46.0102 Required Authorizations.

46.0101 Purposes.

The purposes of Division 6 are set forth below (all terms are as defined in Chapter 2):

(a) To allow for the establishment of ~~solid-waste-handling~~Solid Waste Handling franchises within the unincorporated portion of San Bernardino County, pursuant to authority cited in Government Code section 25827, in Public Resources Code sections 40057 through 40059 or 49200 through 49205, in Code of Regulations, Title 14, sections 17332 and 17333, and any other applicable State or local law. The implementation of franchises through entering into ~~franchise agreement~~Franchise Agreements with ~~grantee~~Grantees will assist the County:

1 (1) In meeting its obligation to provide ~~solid waste handling~~
2 ~~services~~Solid Waste Facility Fee as required in Public Resources Code section
3 40057; ~~and~~

4 (2) In meeting the requirements of AB 939, as may be amended, and all
5 subsequent State laws and regulations which mandate that the County reduce the
6 amount of ~~solid waste~~Solid Waste disposed in County landfills by certain numerical
7 thresholds by providing its citizens with source reduction, ~~recycling~~Recycling and
8 composting programs and opportunities;

9 (b) To help ensure that residents of the ~~unincorporated County~~Unincorporated
10 County receive the similar quality of waste ~~collection~~Collection and ~~recycling~~Recycling
11 services as do those residents in the incorporated cities and towns of San Bernardino
12 County;

13 (c) To ensure that programs and service levels for ~~solid waste handling~~Solid
14 Waste Handling within the unincorporated spheres of influence of incorporated cities and
15 towns will replicate, to the extent possible, programs and service levels of adjacent cities
16 and towns;

17 (d) To minimize, to the extent possible, disruption of programs and services to
18 unincorporated residents in the event of annexations;

19 (e) To help quantify the waste stream from the ~~unincorporated~~
20 CountyUnincorporated County in order to comply with ~~diversion~~Diversion requirements
21 of AB 939, as may be amended; ~~and~~

22 (f) To provide by agreement, an opportunity for predictable levels of waste at
23 County landfills to ensure adequate funding for closure/post-closure activities; and

24 (g) To ensure compliance with the mandatory ~~organic waste~~Organic Waste
25 disposalDisposal reduction requirements of SB 1383.

26 **46.0102 Required Authorizations.**

27 (a) Except as otherwise provided in subdivisions (b) and (c) of this section, no
28 ~~person~~Person shall engage in, solicit, contract for or provide, in the ~~unincorporated~~

1 ~~County~~Unincorporated County, ~~solid waste handling services~~Solid Waste Facility Fee
2 without such ~~person~~Person having and maintaining:

3 (1) A ~~health and safety permit~~Health and Safety Permit authorizing the
4 ~~collection~~Collection, ~~transfer~~Transfer or removal of refuse (within the meaning of Article
5 2 of Chapter 8 of Division 3 of Title 3 of this Code); and

6 (2) (A) With respect to a ~~franchise area~~Franchise Area, a ~~franchise~~
7 ~~agreement~~Franchise Agreement authorizing the ~~person~~Person to provide the specified
8 ~~solid waste~~Solid Waste handling service being provided; or

9 (B) With respect to a refuse ~~collection~~Collection area, or any
10 portion thereof which is not a ~~franchise area~~Franchise Area subject to a ~~franchise~~
11 ~~agreement~~Franchise Agreement, a Class A permit or temporary permit as provided for in
12 Article 2.1 of Chapter 8 of Division 3 of Title 3 of this Code.

13 (b) (1) Notwithstanding Subdivision (a), above, any ~~person~~Person may
14 engage in or provide, in the ~~unincorporated County~~Unincorporated County, those ~~solid~~
15 ~~waste handling services~~Solid Waste Facility Fee related to performing as a ~~garbage~~
16 ~~hauler~~Garbage Hauler (within the meaning of Chapter 8 of Division 3 of Title 3 of this
17 Code), without such ~~person~~Person being required to have or maintain a ~~franchise~~
18 ~~agreement~~Franchise Agreement or the Class A permit or temporary permit provided for
19 in Article 2.1 of Chapter 8 of Division 3 of Title 3 of this Code.

20 (2) Notwithstanding Subdivision (a), above, any ~~person~~Person may
21 engage in or provide, in the ~~unincorporated County~~Unincorporated County, those ~~solid~~
22 ~~waste handling services~~Solid Waste Facility Fee which are related solely to one of the
23 types of ~~solid waste~~Solid Waste set forth below, without such ~~person~~Person being
24 required to have or maintain a ~~franchise agreement~~Franchise Agreement or the Class A
25 permit or temporary permit provided for in Article 2.1 of Chapter 8 of Division 3 of Title 3
26 of this Code.

27 (A) Abandoned vehicles and parts thereof.

28 (B) Ashes.

1 (C) Dewatered, treated or chemically fixed sewage sludge.
2 (D) Self-generated waste or waste generated and hauled by the
3 property owner.

4 (E) Green waste or yard trimmings generated as an incidental
5 part of providing gardening, landscaping or landscape maintenance as a professional
6 gardener or landscaper.

7 (F) Inert materials or demolition waste from remodeling jobs
8 which are generated as an incidental part of providing such remodeling services, provided
9 that the construction contractor is not a hauling service or ~~solid waste~~Solid Waste
10 enterprise, does not separately or additionally charge for the incidental service of
11 removing, transporting or disposing (except for the tipping fee) of the inert materials or
12 demolition waste, and utilizes only his or her own employees and equipment to
13 ~~collect~~Collect, transport, and ~~dispose~~Dispose of same.

14 (G) Recyclables that are sold or donated by the
15 ~~generator~~Generator of such materials to a party other than the ~~grantee~~Grantee of a
16 franchise. A mere discount or reduction in price of the hauler's charges for the handling
17 of such materials is not a sale or donation within the meaning of Division 6.

18 (H) Food Waste Used as Animal Feed. Food Waste or other
19 Organic Waste Diverted from Disposal by delivery to hog farms or otherwise used as
20 animal feed, pursuant to the provisions of Public Resource Code section 40059.4

21 (I) Edible Food Recovered for Human Consumption. Edible Food
22 that is cCollected from a Generator by other Person(s), such as a Person from a Food
23 Recovery Organization or Food Recovery Service, for the purposes of Food Recovery; or
24 that is Transported by the Generator to another Person(s), such as a Person from a Food
25 Recovery Organization, for the purposes of Food Recovery, regardless of whether the
26 Generator donates, sells, or pays a fee to the other Person(s) to Collect or receive the
27 Edible Food from the Generator.

28 (J) Exempt Persons. A Person or entity that has been given an

1 exemption by the County from the uniform handling Collection ordinance.

2 (3) Subdivision (b)(1), above, shall have no application in any ~~franchise~~
3 ~~area~~Franchise Area to the extent that the County provides in the ~~franchise~~
4 ~~agreement~~Franchise Agreement(s) establishing such ~~franchise-area~~Franchise Area that
5 any or all of the ~~solid waste handling services~~Solid Waste Facility Fee related to either
6 performing as a ~~garbage hauler~~Garbage Hauler or to the types of ~~solid waste~~Solid Waste
7 enumerated in Subdivision (b)(2) are to be provided pursuant to a ~~franchise~~
8 ~~agreement~~Franchise Agreement or agreements; so long as the ~~person~~Person and/or the
9 ~~solid waste handling~~Solid Waste Handling service being provided do not otherwise fit
10 within one or more of the exemptions provided in Subdivision (c) of this Section. The
11 Division shall maintain a list of all areas of the County within which a ~~franchise~~
12 ~~agreement~~Franchise Agreement is required in order to provide any of the ~~solid waste~~
13 ~~handling services~~Solid Waste Facility Fee which are related to performing as a ~~garbage~~
14 ~~hauler~~Garbage Hauler or solely to a type of ~~solid waste~~Solid Waste enumerated in
15 Subdivision (b)(2).

16 (c) The provisions of Subdivisions (a) and (b)(3) of this Section shall not apply
17 to those ~~person~~Persons and/or ~~solid waste handling services~~Solid Waste Facility Fee
18 specified in ~~§33~~section 33.0843 of this Code.

19
20 **CHAPTER 2: DEFINITIONS**

21 **Section**

22 **46.0201 Definitions.**

23
24 **46.0201 Definitions.**

25 For the purposes of this Division 6, the following terms shall have the meanings
26 set forth in this sectionSection:

27 (a) AB 341. The Assembly Bill approved by the Governor of the State of
28 California on October 5, 2011, which amended sections 41730, 41731, 41734, 41735,

1 41736, 41800, 42926, 44004, and 50001 of, and added sections 40004, 41734.5, and
2 41780.01 and Chapter 12.8 (commencing with Section 42649) to Part 3 of Division 30 of,
3 and added and repealed section 41780.02 of, the Public Resources Code, relating to
4 Solid Waste.

5 (b) AB 827. The Assembly Bill approved by the Governor of the State of
6 California on October 2, 2019, which amended sections 42649.1, 42649.2, 42649.8, and
7 42649.81 of the Public Resources Code, relating to Solid Waste.

8 (c) AB 939. The California Integrated Waste Management Act of 1989,
9 beginning at California Public Resources Code section 40000, et seq., as it may be
10 amended from time to time.

11 ~~(b)(d) AB 341. (Chapter 476, Statutes of 2011). 1594. The Assembly Bill that set~~
12 ~~forth approved by the initial requirements Governor of the Statewide mandatory~~
13 ~~commercial recycling program, as it may be State of California on September 28, 2014,~~
14 ~~which amended from time sections 40507 and 41781.3 of the Public Resources Code,~~
15 ~~relating to time Solid Waste.~~

16 ~~(c)(e) AB 1826. The Organic Waste Recycling Act of 2014 (Chapter 727, Statutes~~
17 ~~of 2014, modifying Division 30 of the California Public Resources Code), as it may be~~
18 ~~amended from time also commonly referred to time as "AB 1826."~~

19 ~~(d)(f) ALTERNATIVE FACILITY. A facility other than Designated Facilities~~
20 ~~approved by County for temporary use.~~

21 (g) APPLICABLE LAW. All Federal, State, County, and local laws, regulations,
22 rules, orders, judgments, decrees, permits, approvals, or other requirement of any
23 governmental agency having jurisdiction over the Collection, Transportation, Processing,
24 and Disposal of Discarded Materials. Applicable Law includes, but is not limited to, AB
25 939, AB 341, AB 1826, and SB 1383.

26 (h) BACK-HAUL. Generating and Transporting Recyclables and/or Organic
27 Waste to a destination owned and operated by the Generator using the Generator's own
28 employees and equipment, or as defined in 14 CCR section 18982(a)(66)(A).

1 (i) BIN. A container with capacity of approximately one (1) to eight (8) cubic
2 yards with a hinged lid and with wheels (where appropriate) that is serviced by a front
3 end-loading Collection vehicle. This includes Bins with Compactors attached to increase
4 the capacity of the Bin.

5 (j) BLUE CONTAINER. A container that is defined in 14 CCR section
6 18982.2(a)(5) and shall be used for the purpose of storage and ~~collection~~Collection of
7 Source Separated Recyclable Materials or Source Separated Blue Container Organic
8 Waste.

9 (k) BOARD. The San Bernardino County Board of Supervisors.

10 (~~e~~)~~(l)~~ BROWN CONTAINER. The same meaning as in 14 CCR section
11 18982.2(a) and shall be used for the purpose of storage and Collection of Source
12 Separated Food Waste.

13 (m) BULKY WASTE. Discarded furniture (including but not limited to chairs,
14 sofas, mattresses, and area rugs); appliances (including but not limited to refrigerators,
15 ranges, washers, dryers, water heaters, dishwashers, plumbing, small household
16 appliances, and other similar items, commonly known as "white goods") ; discarded
17 stereos, televisions , computers, VCR's, and other similar items (commonly known as
18 "Electronic- Waste"); wood waste (excluding treated wood), tree trunks, large branches,
19 and scrap wood that can be reasonably handled by two employees and complies with the
20 maximum size requirements of the Designated Facility. Bulky Waste does not include
21 C&D, waste tires, or large items such as car bodies, Jacuzzi tubs or spas, or other items
22 that cannot be handled by two ~~Person~~Persons. In addition, Bulky Waste does not include
23 waste tires.

24 (n) CART. A plastic Container with a hinged lid and wheels that is serviced by
25 an automated or semi-automated Collection vehicle.

26 (o) CALIFORNIA CODE OF REGULATIONS or CCR. The State of California
27 Code of Regulations. CCR references in this ordinance are preceded with a number that
28 refers to the relevant Title of the CCR (e.g. "14 CCR" refers to Title 14 of CCR).

1 (p) CALRECYCLE. The California Department of Resources Recycling and
2 Recovery, which is the Department designated with the responsibility for developing,
3 implementing and enforcing stateState law and regulations on Jurisdictions (and others).

4 (g) CHANGE IN LAW. The imposition (or removal), after the establishment of
5 a ~~total rate~~Total Rate relative to a ~~franchise agreement~~Franchise Agreement, of any duty
6 or burden imposed upon the ~~grantee~~Grantee in the performance of the ~~solid waste~~
7 ~~handling services~~Solid Waste Facility Fee required of it under its ~~franchise~~
8 ~~agreement~~Franchise Agreement which is or becomes additional to (or is subtracted from)
9 or different from those duties required or contemplated in its ~~franchise~~
10 ~~agreement~~Franchise Agreement, or which must be performed in a different manner from
11 that in which it is initially contemplated to be performed, and which results from any of the
12 following:

13 (1) The enactment, issuance, adoption, repeal, amendment or
14 modification of any Federal, State or local law, statute, ordinance or regulation.

15 (2) A regulatory agency or other administrative agency interpreting a
16 regulation, a judicial decision of a Federal court interpreting Federal law or statute, or a
17 judicial decision of a court having jurisdiction within California interpreting a Federal, State
18 or local law, statute, ordinance or regulation, in a manner different from the interpretation
19 which had previously been generally relied upon in California within the ~~solid waste~~Solid
20 ~~Waste collection~~Collection and hauling industry.

21 (3) CHANGE IN LAW does not include any of the items noted in
22 Subdivisions (1) or (2) above, which relate to any tax, [other than a business license tax
23 imposed by the County on a ~~grantee~~Grantee's performance of ~~solid waste handling~~
24 ~~services~~Solid Waste Facility Fee under its ~~franchise agreement~~Franchise Agreement]
25 including without limit, any tax based or measured on net or gross income, any business,
26 payroll or franchise tax or any employment tax.

27 ~~(f)(r)~~ CHANGE IN LAW ADJUSTMENT. The adjustment to ~~total rate~~Total Rate
28 in the event of a ~~change in law~~Change In Law.

1 ~~(g)~~(s) CHANGE IN OWNERSHIP. Occurs when either a single transaction or
2 event or the cumulative effect of more than one transaction or event, results in 50 percent
3 or more of the beneficial ownership of the ~~grantee~~Grantee being different than such
4 ownership as of the date of the approval by the County of the ~~franchise~~
5 ~~agreement~~Franchise Agreement or, if applicable, as of the date of the most recent
6 consent of the County to a ~~change in ownership~~Change In Ownership. The owners of
7 the beneficial ownership of ~~grantee~~Grantee on the date of the approval of the ~~franchise~~
8 ~~agreement~~Franchise Agreement or, if applicable, on the date of the most recent consent
9 of the County to a ~~change in ownership~~Change In Ownership, shall be referred to in this
10 Subdivision as an “initial owner”. A ~~CHANGE IN OWNERSHIP~~CHANGE IN
11 OWNERSHIP will be determined by application of the following:

12 (1) Any beneficial interest owned by an individual related by blood or
13 marriage to an initial owner shall be considered as owned by an initial owner in
14 determining if a CHANGE IN OWNERSHIP has occurred.

15 (2) Any public offering of stock where the stock is offered for sale to the
16 general public and does not constitute a private placement shall be disregarded in
17 determining if a CHANGE IN OWNERSHIP has occurred.

18 (3) Sales, ~~transfer~~Transfers, issuances or pledges of non-voting shares
19 of stock will not be considered in determining if a CHANGE IN OWNERSHIP has
20 occurred, until and unless and only to the extent that such stock is converted into voting
21 shares of stock.

22 (4) The pledge of, or any other action taken relative to, voting shares of
23 stock which results in any voting rights of such stock being exercised by other than an
24 initial owner shall be considered to be a ~~transfer~~Transfer of such stock for the purposes
25 of determining if a CHANGE IN OWNERSHIP has occurred.

26 ~~(h)~~(t) CHANGE IN SERVICE LEVEL ADJUSTMENT. The adjustment to ~~total~~
27 ~~rate~~Total Rate in the event of a change in service level and as described in the ~~franchise~~
28 ~~agreement~~Franchise Agreement.

1 ~~(i) COMPOSTING: The separation of organic waste from the waste stream for~~
2 ~~controlled decomposition.~~

3 ~~((u) COLLECT or COLLECTION. The act of taking physical possession of~~
4 ~~Discarded Materials at Single-Family premises, Multi-Family premises, or Commercial~~
5 ~~Businesses within the County, and Transporting the Discarded Materials to a Designated~~
6 ~~Facility for Processing, Transfer, or Disposal.~~

7 ~~(v) COMMERCIAL BUSINESS. A firm, partnership, proprietorship, joint stock~~
8 ~~company, corporation, or association, whether for profit or nonprofit, strip mall, industrial~~
9 ~~facility, or a Multi-Family Residential Dwelling with five (5) dwellings or more, or as~~
10 ~~otherwise defined in 14 CCR section 18982(a)(6).~~

11 ~~(w) COMPLIANCE REVIEW. A review of records by the County to determine~~
12 ~~compliance with the requirements of this ordinance.~~

13 ~~(x) COMMUNITY COMPOSTING. Any activity that ~~compost~~Composts green~~
14 ~~material, agricultural material, food material, and vegetative food material, alone or in~~
15 ~~combination, and the total amount of feedstock and Compost on-site at any one time does~~
16 ~~not exceed 100 cubic yards and 750 square feet as specified in 14 CCR section~~
17 ~~17855(a)(4); or as otherwise defined by 14 CCR section 18982(a)(8).~~

18 ~~(y) COMPOST. Defined in 14 CCR section 17896.2(a)(4) which states, as of~~
19 ~~the effective date of this ordinance, the product resulting from the controlled biological~~
20 ~~decomposition of organic Solid Wastes that are Source Separated from the County Solid~~
21 ~~Waste stream, or which are separated at a centralized facility.~~

22 ~~(z) COMPOSTABLE PLASTICS. Plastic materials that meet the ASTM D6400~~
23 ~~standard for compatibility, or as otherwise described in 14 CCR sections 18984.1(a)(1)(A)~~
24 ~~or 18984.2(a)(1)(C).~~

25 ~~(aa) CONSTRUCTION AND DEMOLITION DEBRIS or C&D. The ~~nonhazardous~~~~
26 ~~wasteHazardous Waste building material, inerts, soil, packaging, Yard Trimmings, rubble,~~
27 ~~and other used or Discarded Materials resulting from construction or demolition.~~

28 ~~(bb) CONSUMER PRICE INDEX or CPI. The Consumer Price Index – All Urban~~

1 Consumers, Los Angeles-Long Beach-Anaheim, CA, all items less food and energy,
2 CUURS49A1SAOLE as published by the U.S. Department of Labor, Bureau of Labor
3 Statistics, Series ID. CUURS49ASAOLE, or the most similar successor index if the index
4 is no longer published.

5 ~~(k)~~(cc) CONTAINER CONTAMINATION or CONTAMINATED CONTAINER. A
6 Container, regardless of color, that contains Prohibited Container Contaminants, or as
7 otherwise defined in 14 CCR section 18982(a)(55).

8 (dd) COUNTY. ~~The County of~~ San Bernardino County, State of California.

9 ~~(l)~~(ee) COUNTY SOLID WASTE DISPOSAL SYSTEM. At any particular time, the
10 then-existing landfill ~~dispos~~Disposal facilities which the County owns, leases or has a
11 contractual right to use.

12 ~~(m)~~(ff) DELINQUENT FEES. The fees under the ~~total rate~~Total Rate which are
13 due for ~~uniform handling service~~Uniform Handling Service rendered to an owner's
14 property (or which have been attempted to be rendered, if ~~uniform handling~~
15 ~~service~~Uniform Handling Service is not allowed to be provided by action of the owner or
16 tenant) but which have not been paid for 90 days or more after the mailing of the invoice
17 related to such service.

18 (gg) DEPARTMENT OF PUBLIC HEALTH, DIVISION OF ENVIRONMENTAL
19 HEALTH SERVICES. The County division of that name or such County department,
20 division or office which is the successor thereto.

21 ~~(n)~~(hh) DESIGNATED DISPOSAL FACILITY. A Disposal Facility that is
22 approved for use by the Division.

23 (ii) DESIGNATED FACILITY(IES). Any one of or any combination of the
24 following: Designated C&D Processing Facility; Designated Disposal Facility; Designated
25 High Diversion Organic Waste Processing Facility; Designated Organic Waste
26 Processing Facility, Designated SSR Processing Facility; and, Designated
27 TransferTransfer Facility, and is approved for use by the Division.

28 (j) DESIGNATED HIGH DIVERSION ORGANIC WASTE PROCESSING

1 FACILITY. A High Diversion Organic Waste Processing Facility that is approved for use
2 by the Division.

3 (kk) DESIGNATED ORGANIC WASTE PROCESSING FACILITY. An Organic
4 Waste Processing Facility that is approved for use by the Division.

5 (ll) DESIGNATED ORGANIC WASTE PROCESSING FACILITY FEE. The fee
6 charged for use of a Designed Organic Waste Processing Facility.

7 (mm) DESIGNATED SOURCE SEPARATED ORGANIC WASTE FACILITY. As
8 defined in 14 CCR section 18982(14.5), a ~~Solid Waste facility~~Solid Waste Facility that
9 accepts a Source Separated Organic Waste ~~collection~~Collection stream as defined in 14
10 CCR section 17402(a)(26.6) and complies with one of the following:

11 (1) The facility is a “~~transfer~~Transfer/processor,” as defined in 14 CCR
12 section 18815.2(a)(62), that is in compliance with the reporting requirements of 14 CCR
13 section 18815.5(d), and meets or exceeds the annual average Source Separated organic
14 content Recovery rate of 50 percent between January 1, 2022 and December 31, 2024
15 and 75 percent on or after January 1, 2025 as calculated pursuant to 14 CCR 18815.5(f)
16 for Organic Waste received from the Source Separated Organic Waste
17 ~~collection~~Collection stream.

18 (A) If a ~~transfer~~Transfer/processor has an annual average Source
19 Separated organic content Recovery rate lower than the rate required in Paragraph 1 of
20 this definition for two (2) consecutive reporting periods, or three (3) reporting periods
21 within three (3) years, the facility shall not qualify as a “Designated Source Separated
22 Organic Waste Facility.”

23 (2) The facility is a “composting operation” or “composting facility” as
24 defined in 14 CCR section 18815.2(a)(13), that pursuant to the reports submitted under
25 14 CCR section 18815.7 demonstrates that the percent of material removed for landfill
26 ~~disposal~~Disposal that is Organic Waste is less than the percent specified in 14 CCR
27 section 17409.5.8(c)(2) or 17409.5.8(c)(3), whichever is applicable, and if applicable,
28 complies with the digestate handling requirements specified in 14 CCR section 17896.5.

1 (A) If the percent of material removed for landfill disposal~~Disposal~~
2 that is Organic Waste is more than the percent specified in 14 CCR section
3 17409.5.8(c)(2) or 17409.5.8(c)(3), for two (2) consecutive reporting periods, or three (3)
4 reporting periods within three (3) years, the facility shall not qualify as a “Designated
5 Source Separated Organic Waste Facility.” For the purposes of this ordinance, the
6 reporting periods shall be consistent with those defined in 14 CCR section
7 18815.2(a)(49).

8 (nn) DESIGNEE. An entity that the County contracts with or otherwise arranges
9 to carry out any of the County’s responsibilities of this ordinance as authorized in 14 CCR
10 section 18981.2. A Designee may be a government entity, a hauler, a private entity, or a
11 combination of those entities.

12 (oo) DIRECTOR. The Director of the Department of Public Works or the
13 designee of such individual.

14 ~~(p)~~(pp) DISCARDED MATERIALS. Material deemed to have been
15 discarded, without regard to whether they are destined for Recycling or Disposal~~Disposal,~~
16 and whether or not they have been Source Separated, in all cases where a fee or other
17 compensation, in any form or amount, is directly or indirectly solicited from, or levied,
18 charged, or otherwise imposed on, or paid by, the Generator or Subscriber in exchange
19 for Solid Waste Handling Services. As used herein, Solid Waste Handling Services
20 include, without limitation, the provision of Containers for the Collection~~Collection,~~
21 removal, Transportation, delivery, and Processing and/or Disposal of the material.
22 Discarded Materials do not include Edible Food that is recovered for human consumption.
23 For the purposes of this Ordinance, Discarded Materials include SSR, SSBCOW,
24 SSGCOW, SSBRCOW, Solid Waste or Mixed Waste, and C&D.

25 (qq) DISPOSE or DISPOSAL. The final disposition of any Solid Waste
26 cCollected by the Grantee at a permitted landfill or other permitted Solid Waste~~Solid Waste~~
27 facilitySolid Waste Facility.

28 (rr) DIVERT OR DIVERSION. To Divert from Disposal facilities or

1 Transformation facilities (including incineration, pyrolysis, distillation, gasification or
2 biological conversion) through source reduction, Recycling and Composting, as provided
3 in section 41780 of California Public Resources Code as such act may be hereafter
4 amended or superseded provided that Divert or Diversion shall include delivery to
5 Transformation facilities if the overall Diversion achieved by the County is at a level where
6 delivery to such facilities shall be considered Diversion pursuant to the Act.

7 (ss) DIVISION. The County Department of Public Works Solid Waste
8 Management Division or such County department, division or office which is the
9 successor thereto.

10 (p)(tt) EDIBLE FOOD. Food intended for human consumption, or as otherwise
11 defined in 14 CCR section 18982(a)(18). Edible Food is not Solid Waste if it is recovered
12 and not discarded. Nothing in this ordinance or in 14 CCR Division 7, Chapter 12 requires
13 or authorizes the Recovery of Edible Food that does not meet the food safety
14 requirements of the California Retail Food Code.

15 (uu) ELECTRONIC WASTE. ~~All kitchen and table food scraps, animal or~~
16 ~~vegetable~~ Electronic waste ~~Electronic Waste that is materials~~ generated during or results
17 ~~from the storage, preparation, cooking or handling of food stuffs, discarded food soiled~~
18 ~~compostable paper waste, by Residential or Commercial Subscribers~~ that is mixed in
19 render the items hazardous depending upon their condition and density, such as, but not
20 limited to, televisions, computer monitors containing Cathode Ray Tubes (CRTs), cell
21 phones, scanners, fax machines and other items as determined by Applicable Laws and
22 regulations.

23 (vv) ENFORCEMENT ACTION. An action of the County to address
24 noncompliance with Food Waste, fruit this ordinance including, but not limited to, issuing
25 administrative citations, fines, penalties, or using other remedies.

26 (ww) EXCLUDED WASTE. Hazardous substance, ~~hazardous waste~~ Hazardous
27 Waste, infectious waste, (grain) volatile, corrosive, medical waste, dairy infectious,
28 regulated radioactive waste, meat and fish and toxic substances or material that facility

1 operator(s), which receive materials from the County and its generatorGenerators,
2 reasonably believe(s) would, as a result of or upon acceptance, transferTransfer,
3 processingProcessing or disposalDisposal, be a violation of local, State or Federal law,
4 regulation or ordinance, including: land use restrictions or conditions, ~~waste which may~~
5 or may not have been source separated that cannot be disposed of in Class III landfills
6 or accepted at the Facility by permit conditions, waste that in County's or its designee's
7 reasonable opinion would present a significant risk to human health or the environment,
8 cause a nuisance or otherwise create or expose the County, or its Designee, to potential
9 liability; but not including de minimis volumes or concentrations of waste of a type and
10 amount normally found in ~~single-family~~Single-Family or multifamily Solid Waste after
11 implementation of programs for the safe collectionCollection, processingProcessing,
12 recyclingRecycling, treatment, and disposalDisposal of batteries and paint in compliance
13 with California Public Resources Code sections 41500 and 41802. Excluded Waste does
14 not include used motor oil filters, household batteries, ~~universal waste~~Universal Wastes,
15 and/or latex paint when such materials are defined as allowable materials for
16 collectionCollection through the County's collectionCollection programs and the
17 generatorGenerator or customer has properly placed the materials for
18 collectionCollection pursuant to instructions provided by the County for
19 collectionCollection services.

20 (xx) FOOD RECOVERY. Actions to CollectCollect and distribute food for human
21 consumption which otherwise would be Disposed, as defined in 14 CCR section
22 18982(a)(24).

23 (yy) FOOD RECOVERY ORGANIZATION. An entity that primarily engages in
24 the CollectionCollection or receipt of Edible Food and distributes that Edible Food to the
25 public for Food Recovery either directly or through other entities, including, but not limited
26 to:

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

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

3 (3) A nonprofit charitable temporary food facility as defined in section
4 113842 of the Health and Safety Code.

5 (zz) FOOD RECOVERY SERVICE. A Person or entity that
6 Collects and Transports Edible Food to a Food Recovery Organization or other
7 entities for Food Recovery.

8 (aaa) FOOD SCRAPS. All food such as, but not limited to, fruits, vegetables,
9 meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread, cheese, and eggshells.
10 Food Scraps excludes fats, oils, and grease when such materials are Source Separated
11 from other Solid Waste. FOOD WASTE Food Scraps.

12 (bbb) FOOD-SOILED PAPER. Compostable paper material that has come in
13 contact with food or liquid, such as, but not limited to, Compostable paper plates, paper
14 coffee cups, napkins, pizza boxes, and milk cartons.

15 (ccc) FOOD WASTE. Source Separated Food Scraps, Food-Soiled Paper, and
16 Compostable Plastics. Food Waste is a subset of organic waste
17 Organic Waste.

18 (q)(ddd) FRANCHISE AGREEMENT. The agreement entered into between
19 the County and the Grantee under the provisions of §46.0301 which
20 authorizes/requires the Grantee to provide Solid
21 Waste Handling Services in a specified Franchise Area

22 (r)(eee) FRANCHISE AREA. The geographic territory in the unincorporated
23 County Unincorporated County for which the Grantee has been granted a
24 franchise to provide Solid Waste Handling Services, as
25 specified in each Franchise Agreement.

26 (s)(fff) FRANCHISE FEE. The fee paid to the County by the Grantee in
27 consideration of the granting of a franchise pursuant to this Division 6.

28 (t)(ggg) GARBAGE HAULER. Any Person or entity who

1 ~~collect~~Collects garbage, unmixed with rubbish, and transports it to a commercial garbage-
2 feeding hog ranch or to a commercial establishment for ~~processing~~Processing for use in
3 livestock feeding pursuant to the requirements in Public Resources Code section
4 40059.4(b)(1-5).

5 ~~(u)~~(hhh) GENERATOR. Any Person who first Discards Materials, and by that
6 act makes Discarded Materials subject to regulation under federal, State, or local
7 regulations.

8 ~~(iii)~~ GRANTEE. A ~~person~~Person granted a franchise pursuant to a ~~franchise~~
9 agreementFranchise Agreement.

10 ~~(jii)~~(v) GREEN GRAY/BLACK CONTAINER. The same meaning as in 14
11 CCR section 18982.2(a) and shall be used for the purpose of storage and
12 CollectionCollection of Gray/Black Container Waste or Mixed Waste.

13 ~~(kkk)~~ GRAY/BLACK CONTAINER WASTE. Solid Waste that is cCollected in a
14 Gray/Black Container that is part of a three-container Organic Waste Collection service
15 that prohibits the placement of Organic Waste in the Gray/Black Container as specified
16 in 14 CCR sections 18984.1(a) and (b) or as defined in 14 CCR section 17402(a)(6.6).
17 For the purposes of this Franchise Agreement, Gray/Black Container Waste includes
18 carpet and textiles.

19 ~~(lll)~~ GREEN CONTAINER. The same meaning as in 14 CCR section
20 18982.2(a) and shall be used for the purpose of storage and Collection of SSGCOW.

21 ~~(mmm)~~ GREEN WASTE. Discarded ~~solid waste~~ Materials consisting of grass
22 clippings, leaves, branches, tree trunks and other vegetative matter not more than six (6)
23 inches in diameter or four (4) feet in length.

24 ~~(w)~~(nnn) GROSS RECEIPTS. All monies received by ~~grantee~~Grantee for
25 providing the ~~solid waste handling services~~ Solid Waste Handling Services
26 specified in its ~~franchise agreement~~Franchise Agreement.

27 ~~(x)~~(ooo) GROSS RECEIPTS LESS DISPOSAL CHARGES. Gross receipts
28 less that part of the monies received by the ~~grantee~~Grantee that are collected from

1 ~~subscriber~~Subscribers for payment of the fee imposed for disposing of the ~~solid~~
2 ~~waste~~Solid Waste at a landfill ~~disposal~~Disposal facility and the fee imposed for other
3 operations.

4 ~~(y)~~(ppp) GROSS RECEIPTS FOR COMMERCIAL FOOD WASTE
5 SERVICES. All monies received by ~~grantee~~Grantee for providing the ~~food waste~~Food
6 ~~Waste~~ handling services specified in its ~~franchise agreement~~Franchise Agreement.

7 ~~(z)~~(qqq) GROSS RECEIPTS FOR COMMERCIAL ~~FOOD WASTE~~FOOD
8 ~~WASTE~~ SERVICES LESS PROCESSING COSTS. Gross receipts for commercial ~~food~~
9 ~~waste~~Food Waste services less that part of the monies received by the ~~grantee~~Grantee
10 that are collected from ~~subscriber~~Subscribers for payment of the fee imposed for
11 ~~processing~~Processing of the ~~food waste~~Food Waste at an ~~organic waste processing~~
12 ~~facility~~Organic Waste Processing Facility.

13 ~~(aa)~~(rrr) HIGH DIVERSION ORGANIC WASTE PROCESSING FACILITY.
14 “High Diversion Organic Waste Processing Facility” means a High Diversion Organic
15 Waste Processing Facility as defined in 14 CCR Section 18982(a)(33). Per SB 1383, the
16 High Diversion Processing Facility is a facility that is in compliance with the reporting
17 requirements of 14 CCR Section 18815.5(d) and meets or exceeds an annual average
18 Mixed Waste organic content recovery rate of fifty percent (50%) between January 1,
19 2022 and December 31, 2024, and seventy-five percent (75%) after January 1, 2025 as
20 calculated pursuant to 14 CCR Section 18815.5(e) for Organic Waste received from the
21 Mixed Waste.

22 ~~(sss)~~ HAZARDOUS WASTE~~HAZARDOUS WASTE~~. Any ~~waste or mixture of~~
23 ~~hazardous or toxic substance, material or~~ waste which is ~~toxic, corrosive, flammable, an~~
24 ~~irritant, a strong sensitizer, or~~ or becomes regulated by any local governmental authority,
25 the State of California, or the United States Government. The term “Hazardous
26 Waste~~Hazardous Waste~~” includes, without limitation, any material or substance
27 which ~~generates pressure through decomposition, heat or other means, if such~~ is: (i)
28 petroleum or oil or gas or any direct or derivate product or byproduct thereof; (ii) defined

1 ~~as a "hazardous waste~~Hazardous Waste, "extremely hazardous waste"Hazardous
2 Waste" or mixture of "~~restricted hazardous waste~~Hazardous Waste" may cause
3 ~~substantial personal injury, serious illness or harm to humans, domestic animals or wildlife~~
4 ~~during or as a proximate results of any disposal under sections 25115, 25117 or 25122.7,~~
5 ~~or listed pursuant to section 25140, of such waste or mixture of wastes as defined in the~~
6 ~~the California Health and Safety Code, §25117 and Division 20, Chapter 6.5 (Hazardous~~
7 ~~Waste~~Hazardous Waste Control Law); (iii) defined as a "hazardous substance" under
8 section 25316 of the California Health and Safety Code, Division 20, Chapter 6.8
9 (Carpenter-Presley-Tanner Hazardous Substance Account Act); (iv) defined as a
10 "Hazardous WasteHazardous Waste," "hazardous substance," or "hazardous
11 wasteHazardous Waste" under sections 25501(j) and (k) and 25501.1 of the California
12 Health and Safety Code, Division 20, Chapter 6.95 (Hazardous WasteHazardous Wastes
13 Release Response Plans and Inventory); (v) defined as a "hazardous substance" under
14 section 25281 of the California Health and Safety Code, Division 20, Chapter 6.7
15 (Underground Storage of Hazardous Substances); (vi) "used oil" as defined under section
16 25250.1 of the California Health and Safety Code; (vii) asbestos; (viii) listed under Captor
17 11 of Division 4.5 of Title 22 of the California Code of Regulations, or defined as
18 hazardous or extremely hazardous pursuant to Chapter 10 of Division 4.5 of Title 22 of
19 the California Code of Regulations; (ix) defined as waste or a hazardous substance
20 pursuant to the Porter-Cologne Act, section 13050 of the California Water Code; (x)
21 designated as a "toxic corrosive, flammable irritant, and strong sensitizer shall be given
22 the same meaning as in the California Hazardous Substances Act (Health and Safe Code
23 ~~§§108100~~pollutant" pursuant to the Federal Water Pollution Control Act, 33 U.S.C.
24 Section 1317; (xi) defined as "~~hazardous waste~~Hazardous Waste" pursuant to the
25 Federal Resource Conservation and Recovery Act, 42 U.S.C. section 6901, et seq.-
26 (bb)—(42 U.S.C. section 6903); (xii) defined as a "hazardous substance" pursuant
27 to the Comprehensive Environmental Response, Compensation and Liability Act, 42
28 U.S.C. section 6901); (xiii) defined as "~~Hazardous Waste~~Hazardous Waste" pursuant to

1 ~~the Hazardous Waste~~Hazardous Wastes Transportation Act 29 U.S.C. section 5101, et
2 ~~seq.;~~ or (xiv) defined as such or regulated by any “Superfund” or “Superlien” law, or any
3 ~~other federal, State or local law, statute, ordinance, code, rule, regulation, order or decree~~
4 ~~regulating, relating to, or imposing liability or standards of conduct concerning Hazardous~~
5 ~~Waste~~Hazardous Wastes and/or oil wells and/or underground storage tanks and/or
6 ~~pipelines, as now, or at any time hereafter, in effect.~~

7 (ttt) HEALTH AND SAFETY PERMIT. A current permit issued by the
8 Department of Public Health, Division of Environmental Health Services to a refuse
9 ~~collection~~Collection operator, ~~garbage hauler~~Garbage Hauler or nondomestic waste
10 hauler (all as defined in ~~§~~section 33.0802 of this Code), in accordance with Title 14 of the
11 Code of Regulations and Title 3 of the County Code. The HEALTH AND SAFETY
12 PERMIT evidences, for a specified period of time, the health and safety inspection and
13 the approval of vehicles, facilities and equipment utilized by a refuse ~~collection~~Collection
14 operator, ~~garbage hauler~~Garbage Hauler or nondomestic waste hauler.

15 ~~(ee)~~(uuu) HIGH DIVERSION ORGANIC WASTE PROCESSING FACILITY. A
16 High Diversion Organic Waste Processing Facility as defined in 14 CCR section
17 18982(a)(33). Per SB 1383, the High Diversion Processing facility is a facility that is in
18 compliance with the reporting requirements of 14 CCR section 18815.5(d) and meets or
19 exceeds an annual average Mixed Waste organic content recovery rate of fifty percent
20 (50%) between January 1, 2022 and December 31, 2024, and seventy-five percent (75%)
21 after January 1, 2025 as calculated pursuant to 14 CCR section 18815.5(e) for Organic
22 Waste received from the Mixed Waste.

23 (vvv) INCOMPATIBLE WASTE OR INCOMPATIBLES. Human-made inert
24 material, including, but not limited to, glass, metal, plastic, and also includes Organic
25 Waste that the receiving end-user, facility, operation, property, or activity is not designed,
26 permitted, or authorized to perform Organic Waste recovery activities as defined in 14
27 CCR section 18983.1(b), or as defined by 14 CCR section 17402(a)(7.5).

28 (www) LANDFILL DISPOSAL FACILITY. Any County owned/operated facility that

1 is designed to manage any type of ~~solid waste~~Solid Waste and includes, but is not limited
2 to, ~~disposal~~Disposal, ~~transfer~~Transfer, ~~processing~~Processing, composting and
3 ~~transformation~~Transformation.

4 ~~(dd)~~(xxx) -LANDFILL DISPOSAL FACILITY FEE. The fee charged for use of
5 a landfill ~~disposal~~Disposal facility.

6 ~~(ee)~~(yyy) LARGE EVENT. An event, including, but not limited to, a sporting
7 event or a flea market, that charges an admission price, or is operated by a local agency,
8 and serves an average of more than two thousand (2,000) individuals per day of operation
9 of the event, at a location that includes, but is not limited to, a public, nonprofit, or privately
10 owned park, parking lot, golf course, street system, or other open space when being used
11 for an event. If the definition in 14 CCR section 18982(a)(38) differs from this definition,
12 the definition in 14 CCR section 18982(a)(38) shall apply to this Ordinance.

13 ~~(zzz)~~ LARGE VENUE. A permanent venue facility that annually seats or serves
14 an average of more than two thousand (2,000) individuals within the grounds of the facility
15 per day of operation of the venue facility. For purposes of 14 CCR, Division 7, Chapter
16 12 and this Ordinance, a venue facility includes, but is not limited to, a public, nonprofit,
17 or privately owned or operated stadium, amphitheater, arena, hall, amusement park,
18 conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing arts
19 center, fairground, museum, theater, or other public attraction facility. For purposes of 14
20 CCR, Division 7 Chapter 12 and this Ordinance, a site under common ownership or
21 control that includes more than one Large Venue that is contiguous with other Large
22 Venues in the site, is a single Large Venue. If the definition in 14 CCR section
23 18982(a)(39) differs from this definition, the definition in 14 CCR section 18982(a)(39)
24 shall apply to this Ordinance.

25 ~~(aaaa)~~ MATERIALS RECOVERY FACILITY or MRF. A facility designed to remove
26 ~~recyclables~~Recyclables and other valuable materials from the waste stream collected
27 through a residential, commercial or industrial ~~solid waste handling~~Solid Waste Handling
28 program that is approved to operate by the appropriate State and local agencies.

1 (ff)(bbbb) MIXED WASTE. Organic Waste collected in a container that is
2 required by 14 CCR sections 18984.1, 18984.2, or 18984.3 to be taken to a High
3 Diversion Organic Waste Processing Facility, as defined in 14 CCR section
4 17402(a)(11.5).

5 (cccc) MULCH. A layer of material applied on top of soil, and, for the purposes of
6 the Franchise AgreementFranchise Agreement, Mulch shall conform with the following
7 conditions, or conditions as specified in 14 CCR section 18993.1(f)(4):

8 (1) Meets or exceeds the physical contamination, maximum metal
9 concentration, and pathogen density standards for land applications specified in 14 CCR
10 section 17852(a)(24.5)(A)(1) through (3).

11 (2) Was produced at one or more of the following types of facilities:

12 (A) A compostable material handling operation or facility as
13 defined in 14 CCR section 17852(a)(12), that is permitted or authorized under Division 7
14 of Title 14 of the CCR, other than a chipping and grinding operation or facility as defined
15 in 14 CCR section 17852(a)(10);

16 (B) A Transfer/Processing facility or
17 Transfer/Processing operation as defined in 14 CCR section 17402(a)(30) and
18 (31), respectively, that is permitted or authorized under 14 CCR, Division 7, Chapter 12;
19 or,

20 (C) A Solid Waste landfill as defined in Public Resources Code
21 section 40195.1 that is permitted under 27 CCR, Division 2.

22 (dddd)MULTI-FAMILY. Any Residential Premises, other than a Single-Family
23 Premises, with five (5) or more Dwelling Units used for Residential purposes (regardless
24 of whether residence therein is temporary or permanent, vacant or occupied), that receive
25 centralized, shared, Collection service for all units on the Premises which are billed to (1)
26 Customer at (1) address. Customers residing in Townhouses, mobile homes,
27 condominiums, or other structures with five (5) or more Dwelling Units who receive
28 individual service and are billed separately shall not be considered Multi-Family.

1 (eeee) MULTI-JURISDICTION LOAD/DETAIL REPORT. A report which sets out
2 the amount, and place of ~~collection~~Collection, of ~~solid waste discarded~~
3 ~~materials~~Discarded Materials delivered to the landfill ~~disposal~~Disposal system.

4 (gg)(ffff) NON-ORGANIC RECYCLABLES. Non-putrescible and non-
5 hazardous Recyclable wastes including, but not limited to, bottles, cans, metals, plastics,
6 and glass, or as defined in 14 CCR section 18982(a)(43). Non-Organic Recyclables are
7 a subset of Source Separated Recyclables.

8 (gggg) ONSITE WASTE ASSESSMENT. An in-person visit by the granteeGrantee
9 to a customer to ~~collect~~Collect and evaluate information on the types and quantities of
10 ~~discarded materials~~Discarded Materials ~~solid waste~~ generated by the customer, as well
11 as identify opportunities for additional Processing of ~~solid waste~~Solid Waste. ~~At a~~
12 ~~minimum, the grantee will perform the tasks described in the franchise agreement.~~

13 ~~(hh)~~ ~~ORGANIC WASTE.~~ ~~Food waste, green waste, landscape and pruning~~
14 ~~waste, nonhazardous wood waste, and food soiled paper waste that is mixed in with food~~
15 ~~waste, collectively or individually.~~

16 (ii)(hhhh) ORGANIC WASTE. Solid Wastes containing material originated
17 from living organisms and their metabolic waste products including, but not limited to,
18 Food Waste, Green Waste, organic textiles and carpets, lumber, wood, paper products,
19 printing and writing paper, manure, biosolids, digestate, and sludges, or as defined in 14
20 CCR section 18982(a)(46). Biosolids and digestate are as defined in 14 CCR section
21 18982(a)(4) and 14 CCR section 18982(a)(16.5), respectively.

22 (iii) ORGANIC WASTE HANDLING SERVICE.

23 (1) The ~~collection~~Collection of ~~organic waste~~Organic Waste from a
24 commercial, residential, construction, or industrial source; and

25 (2) The transportation of such ~~organic waste~~Organic Waste to an
26 ~~organic waste processing facility~~Organic Waste Processing Facility. Organic
27 WasteOrganic Waste Handling Services is a subset of Solid Waste Handling Services.

28 (j)(iii) ORGANIC WASTE PROCESSING FACILITY. A permitted facility where

1 ~~organic waste~~Organic Waste ~~is~~are sorted, mulched or separated for the purposes of
2 ~~recycling~~Recycling, reuse or composting.

3 ~~(kk)~~(kkkk) ORGANIC WASTE PROCESSING FACILITY FEE. The fee charged
4 for use of an ~~organic waste~~Organic Waste ~~processing~~Processing ~~facility~~Facility.

5 ~~(ll)~~(llll) OTHER OPERATIONS. All operational cost categories that are not
6 included in fuel, service, and landfill ~~disposal~~Disposal; OTHER OPERATIONS may
7 include, but are not limited to, non-County facilities for ~~transfer~~Transfer,
8 ~~processing~~Processing, composting and ~~transformation~~Transformation.

9 ~~(mm)~~(mmmm) PERSON. Without limitation, individuals, associations, clubs,
10 societies, firms, partnerships, joint ventures, sole proprietorships, corporations, limited
11 liability companies, schools, colleges and all governmental agencies and entities.

12 ~~(nn)~~(nnnn) PROCESSING. The reduction, separation, recovery, conversion or
13 ~~recycling~~Recycling of ~~solid waste~~ ~~discarded materials~~Discarded Materials.

14 ~~(oo)~~(oooo) PROHIBITED CONTAINER CONTAMINANTS. Excluded Waste
15 placed in any Container.

16 (1) Option 1, Three-Container Collection service (Blue Container, Green
17 Container, and Gray/Black Container): "Prohibited Container Contaminants" means the
18 following: (i) Discarded Materials Discarded Materials placed in the Blue Container that
19 are not identified as acceptable Source Separated Recyclables for the County's Blue
20 Container; (ii) Discarded Materials placed in the Green Container that are not identified
21 as acceptable Source Separated Green Container Organic Waste for the County's Green
22 Container; (iii) Discarded Materials placed in the Gray/Black Container that are
23 acceptable Source Separated Recyclables and/or Source Separated Green Container
24 Organic Waste to be placed in County's Green Blue Container and/or Blue Green
25 Container; and (iv) Excluded Waste placed in any container.

26 (2) _____

27 (A) Option 2a: Two-Container Collection Service for SSGCOW
28 and Mixed Waste (Green Container and Gray Container) "Prohibited Container

1 Contaminants” means the following: (i) Discarded Materials placed in the Green
2 Container that are not identified as acceptable SSGCOW for the County’s Green
3 Container; (ii) Discarded Materials placed in the Gray Container that are identified as
4 acceptable SSGCOW, which are to be separately cCollected in County’s Green
5 Container; and, (iii) Excluded Waste placed in any container.

6 (B) Option 2b: Two-Container Collection Service for SSR and
7 Mixed Waste (Blue Container and Gray Container) “Prohibited Container Contaminants”
8 means the following: (i) Discarded Materials placed in the Blue Container that are not
9 identified as acceptable SSR for Jurisdiction’s Blue Container; (ii) Discarded Materials
10 placed in the Gray Container that are identified as acceptable SSR, which are to be
11 separately Collected in Jurisdiction’s Blue Container; and, (iii) Excluded Waste placed in
12 any container.

13 (3) Option 3: One-Container Collection Service “Prohibited Container
14 Contaminants” means Excluded Waste placed in any Container.

15 (pppp)PUTRESCIBLE WASTE. “Putrescible Waste” means wastes that are
16 capable of being decomposed by micro-organisms with sufficient rapidity as to cause
17 nuisances because of odors, gases, or other offensive conditions, and includes materials
18 such as, but not limited to Food Waste, ofal, and dead animals; or as defined in 14 CCR
19 section 17402(a)(21).

20 (qqqq)RECYCLABLE MATERIALS OR RECYCLABLES. For purposes of this
21 Division 6 only, ~~d~~Discarded ~~solid waste~~ Materials which may be sorted, cleansed, treated,
22 processed, and/or reconstituted, and which is segregated for the purpose of reuse or
23 ~~recycling~~ Recycling, including, but not limited to, separated paper, glass, cardboard,
24 plastic, ferrous materials or aluminum.

25 (pp)(rrrr) RECYCLE or RECYCLING. The process of Collecting, sorting,
26 cleansing, treating, and reconfiguring materials for the purpose of returning them to the
27 economic mainstream in the form of raw material for new, reused, or reconstituted
28 products which meet the quality standards necessary to be used in the marketplace.

1 Recycling includes processes deemed to constitute a reduction of Landfill
2 DisposalDisposal pursuant to 14 CCR, Division 7, Chapter 12, Article 2. Recycling does
3 not include gasification or Transformation as defined in Public Resources Code section
4 40201.

5 (ssss) REFUSE COLLECTION AREA. That area of the unincorporated
6 CountyUnincorporated County as provided for in Article 2.1 of Chapter 8 of Division 3 of
7 Title 3 of this Code.

8 (qq)(tttt) RENEWABLE NATURAL GAS (RNG). Gas derived from Organic
9 Materials that has been Diverted from a Landfill and Processed at an in-vessel digestion
10 facility that is permitted or authorized by 14 CCR to recover Organic Waste, or as defined
11 in 14 CCR section 18982(a)(62).

12 (uuuu) RESIDENTIAL. A Single-Family Premises or Multi-Family Premises
13 including Single-Family homes, apartments, condominiums, Townhouse complexes,
14 mobile home parks, and cooperative apartments.

15 (vvvv) RESIDUAL SOLID WASTE. The solid wasteSolid Waste destined for
16 disposalDisposal, transformationTransformation, or further
17 transferTransfer/processingProcessing as defined in Code of Regulations, Title 14,
18 §1740214 CCR sections 17402 (a)(30) or (31), as it currently exists or may be amended,
19 which remains after processingProcessing has taken place.

20 (rr)(wwww) ROLL-OFF. An open-top Container with a capacity of seven (7) to
21 forty (40) cubic yards that is serviced by a Roll-Off Collection vehicle.

22 (xxxx) SB 1383. Senate Bill 1383 of 2016 approved by the Governor on September
23 19, 2016, which added sections 39730.5, 39730.6, 39730.7, and 39730.8 to the Health
24 and Safety Code, and added Chapter 13.1 (commencing with Section 42652) to Part 3 of
25 Division 30 of the Public Resources Code, establishing methane emissions reduction
26 targets in a Statewide effort to reduce emissions of short-lived climate pollutants as
27 amended, supplemented, superseded, and replaced from time to time.

28 (yyyy) SECURITY. A corporate surety bond, a letter of credit or other

1 ~~security~~Security device acceptable to the Division, as described in the ~~franchise~~
2 ~~agreement~~Franchise Agreement and County Code section 46.0904.

3 ~~(ss)(zzzz)~~ SELF-HAULSELF-HAUL. The Transportation of Solid Waste,
4 Organic Waste, or Recyclables from any premises by the owner or occupant using his or
5 her own employee(s) and equipment to a facility lawfully allowed to receive Solid Waste,
6 Organic Waste, or Recyclables in accordance with State and Federal Laws.

7 ~~(aaaaa)~~ SINGLE-FAMILY. Any detached or attached house or residence designed
8 or used for occupancy by one (1) family, provided that Collection service feasibly can be
9 provided to such Premises as an independent unit, and the Owner or Occupant of such
10 independent unit is billed directly for the Collection service. Single-Family includes
11 Townhouses, and each independent unit of duplex, tri-plex, or four-plex Residential
12 structures, regardless of whether each unit is separately billed for their specific Service
13 Level.

14 ~~(bbbbb)~~ SOLID WASTE. Except as provided in Subdivisions (1), (2), (3) and (4),
15 all putrescible and nonputrescible solid, semisolid, and liquid wastes, including garbage,
16 trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction
17 wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances
18 (subject to salvage and other special handling requirements under ~~applicable~~
19 ~~law~~Applicable Law and regulation), dewatered, treated, or chemically fixed sewage
20 sludge which is not ~~hazardous waste~~Hazardous Waste, manure, vegetable or animal
21 solid and semisolid wastes, and other discarded solid and semisolid~~wastes, including~~
22 ~~recyclables and organic waste.~~ Solid Waste may include Recyclables and Organic
23 Waste that has been discarded and has not been Source Separated into the designated
24 Container for such Source Separated material.

25 (1) SOLID WASTE does not include ~~hazardous waste~~Hazardous Waste
26 and does not include low-level radioactive waste regulated under Health and Safety Code
27 sections 114960 et seq., as it currently exists or may be amended.

28 (2) SOLID WASTE does not include medical waste (except treated

1 medical waste) which is regulated pursuant to the Medical Waste Management Act under
2 Health and Safety Code sections 117600 et seq., as it currently exists or may be
3 amended.

4 (3) SOLID WASTE does not include petroleum or a petroleum product
5 or fraction thereof at reasonably detectable levels, asbestos and, with respect to a
6 particular ~~solid waste facility~~Solid Waste Facility, any waste or material which a regulatory
7 agency, the facility's ~~solid waste facility~~Solid Waste Facility permit or County policy, does
8 not allow to be accepted for ~~transfer~~Transfer, ~~processing~~Processing, composting,
9 ~~transformation~~Transformation or ~~disposal~~Disposal at that facility.

10 (4) SOLID WASTE does not include items which would be considered
11 ~~recyclables~~Recyclables but for the fact that they are personally separated from other ~~solid~~
12 ~~waste~~Solid Waste by the ~~generator~~Generator thereof and are donated or sold to third
13 parties. For purposes of this Division 6, no donation or sale shall be deemed to have
14 occurred in any instance where a ~~generator~~Generator directly or indirectly pays the third
15 party any sum regardless of form or amount (including without limit as a consulting fee,
16 container rental, broker or other fees or tangible consideration) either: (i) in lieu of being
17 directly charged for collecting, transporting, ~~processing~~Processing or ~~recycling~~Recycling
18 such item; or (ii) to offset the payment to the ~~generator~~Generator for the purported sale
19 of such item to the third party. Nor shall the receipt of a discount of, or reduction in, the
20 ~~disposal~~Disposal service rate on unsegregated ~~solid waste~~Solid Waste containing an item
21 which would be ~~recyclables~~Recyclables, if separated, be deemed to be the donation or
22 sale of such an item to a third party.

23 ~~(cccc)~~ SOLID WASTE FACILITY. Any facility that is designed to manage any
24 type of ~~solid waste~~Solid Waste and includes ~~transfer~~Transfer, ~~processing~~Processing,
25 composting, ~~transformation~~Transformation and ~~disposal~~Disposal facilities.

26 ~~(uu)~~~~(dddd)~~ SOLID WASTE FACILITY FEE. The fee charged for use of a ~~solid~~
27 ~~waste facility~~Solid Waste Facility.

28 ~~(eeee)~~ SOLID WASTE HANDLING SERVICES. The following: (1) the

1 ~~collection~~Collection of ~~solid waste~~Discarded Materials from a commercial, residential,
2 construction or industrial source; (2) the transportation of such ~~solid waste~~Discarded
3 Materials to a ~~solid waste facility~~Solid Waste Facility; and (3) the ~~processing~~Processing,
4 composting, ~~transformation~~Transformation or ~~disposal~~Disposal of such ~~solid~~
5 ~~waste~~Discarded Materials at the ~~solid waste facility~~Solid Waste Facility. ~~The specific solid~~
6 ~~waste handling required.~~

7 (fffff) SOURCE SEPARATED OR SOURCE SEPARATION. Materials, including
8 commingled Recyclables, that have been separated or kept separate from the Solid
9 WasteSolid Waste stream, at the point of granteegeneration, for the purpose of additional
10 sorting or ProcessingProcessing of those materials for Recycling or Reuse in order to
11 return them to the economic mainstream in the form of raw material for new, reused, or
12 reconstituted products that meet the quality standards necessary to be used in the
13 marketplace, or as defined in 14 CCR section 17402.5(b)(4). For the purposes of the
14 Ordinance, Source Separated shall be specified in its franchise agreement include
15 separation of materials by the Generator, Property Owner, Property Owner's employee,
16 property manager, or property manager's employee into different containers for the
17 purpose of Collection such that Source Separated materials are separated from
18 Gray/Black Container Waste/Mixed Waste and other Solid Waste for the purposes of
19 Collection and Processing.

20 (www)(ggggg) SOURCE SEPARATED BLUE CONTAINER ORGANIC WASTE
21 (SSBCOW). Source Separated Organic Waste that can be placed in a Blue Container
22 that is limited to the Collection of those Organic Wastes and Non-Organic Recyclables as
23 defined in 14 CCR section 18982(a)(43); or as defined by 14 CCR section 17402(a)(18.7).
24 SSBCOW is a subset of Organic Waste.

25 (hhhhh) SOURCE SEPARATED BROWN CONTAINER ORGANIC WASTE
26 (SSBRCOW). Source Separated Food Waste that can be placed in a Brown Container
27 that is specifically intended for the separate eollectionCollection of Food Waste by the
28 Generator, excluding SSBCOW, carpets, non-cCompostable paper, and textiles.

1 (iiii) SOURCE SEPARATED GREEN CONTAINER ORGANIC WASTE
2 (SSGCOW). Source Separated Organic Waste that can be placed in a Green Container
3 that is specifically intended for the separate CollectionCollection of Organic Waste by the
4 Generator, excluding SSBCOW, carpets, non-cCompostable paper, and textiles.
5 SSGCOW is a subset of Organic Waste.

6 (jjjj) SOURCE SEPARATED RECYCLABLES (SSR). Source Separated Non-
7 Organic Recyclables and SSBCOW.

8 (kkkk) STATE. The State of California.

9 (llll) SUBSCRIBER. Any personPerson receiving solid waste handling
10 servicesSolid Waste Facility Fee pursuant to a franchise agreementFranchise
11 Agreement.

12 ~~(mmmm)~~ (mmmm) TOTAL RATE. The inclusive rate schedule attached to each
13 franchise agreementFranchise Agreement which provides the rates to be paid to
14 granteeGrantee by subscriberSubscribers in consideration of the solid waste handling
15 servicesSolid Waste Facility Fee provided by granteeGrantee under its franchise
16 agreementFranchise Agreement.

17 ~~(nnnn)~~ (nnnn) TRANSFERTRANSFER. The act of transfertransferring Discarded
18 Materials Collected by GranteeGrantee from Grantee's Collection vehicles into larger
19 vehicles at a Designated TransferTransfer Facility for Transport to other Facilities for
20 Processing or Disposing of such materials. TransferTransfer allows for removal of
21 materials excluded or prohibited from handling at the TransferTransfer Facility (e.g.,
22 removal of Hazardous WasteHazardous Waste).

23 (oooo) TRANSFORMATION. The same meaning as set forth in Public
24 Resources Code §section 40201, as it may be amended from time to time.

25 ~~(pppp)~~ (pppp) TRANSPORTATION OR TRANSPORT. The act of conveying
26 Collected materials from one location to another.

27 (qqqq) UNIFORM HANDLING AREAS. A franchise areaFranchise Area, or a
28 specified portion of a franchise areaFranchise Area, in which uniform handling

1 ~~service~~Uniform Handling Service has been imposed, as specified in a ~~franchise~~
2 ~~agreement~~Franchise Agreement.

3 ~~(aaa)(rrrrr)~~ UNIFORM HANDLING SERVICE. The mandatory subscription to
4 ~~solid waste~~Solid Waste handling service required of owners of ~~specified residential, multi~~
5 ~~residential~~ Single-Family, Multi-Family, and/or ~~commercial units~~ Commerical Businesses
6 in a ~~u~~Uniform ~~h~~Handling ~~a~~Area.

7 ~~(bbb)(sssss)~~ UNINCORPORATED COUNTY. Any community or other area within
8 the County which is outside the boundaries of all incorporated cities and towns.

9 ~~(ccc)(ttttt)~~ UNIVERSAL WASTE. Any of the following waste that are
10 conditionally exempt from classification as Hazardous WasteHazardous Wastes pursuant
11 to Title 22 of the California Code of Regulations (22 CCR), section 66261.9: (i) batteries
12 as described in 22 CCR section -66273.2; (ii) thermostats as described in 22 CCR section
13 66273.4; (iii) lamps as described in 22 CCR -section 66273.5; and (iv) cathode rate tube
14 materials as described in 22 CCR section 66273.6.

15 ~~(uuuuu)~~ VISUAL WASTE AUDIT. An in-person visual inspection of ~~solid~~
16 ~~waste~~Solid Waste containers to estimate and document the composition of ~~solid~~
17 ~~waste~~Solid Waste placed in each container and identify opportunities for
18 ~~processing~~Processing and contamination minimization.

19
20 **CHAPTER 3: FRANCHISE**

21 **Section**

22 **46.0301 Franchise Formation and Terms.**

23 **46.0302 Franchise Fee.**

24 **46.0303 Assignment and Change of Ownership.**

25 **46.0304 Title to Solid Waste.**

26
27 **46.0301 Franchise Formation and Terms.**

28 (a) The award by the Board of a franchise for ~~solid waste handling~~Solid Waste

1 ~~Handling~~ shall be evidenced by approval and execution of a ~~franchise~~
2 ~~agreement~~Franchise Agreement. The Board may award exclusive or non-exclusive ~~solid~~
3 ~~waste—handling~~Solid Waste Handling franchises in the ~~unincorporated~~
4 ~~County~~Unincorporated County, with or without competitive bidding, through individual
5 ~~franchise—agreement~~Franchise Agreements. A ~~franchise—agreement~~Franchise
6 Agreement shall be granted by the Board when it determines that public convenience and
7 necessity are served by the award of the franchise, and where a partially or wholly
8 exclusive franchise is awarded without competitive bidding, that the granting of such a
9 franchise is in the best interests of County residents based on the health, safety and well-
10 being of residents in the ~~franchise—area~~Franchise Area where the partially or wholly
11 exclusive franchise is awarded. Each ~~franchise—agreement~~Franchise Agreement shall
12 specify the specific ~~solid waste handling services~~Solid Waste Facility Fee to be provided
13 by ~~grantee~~Grantee; a different ~~grantee~~Grantee may be granted a franchise to provide the
14 same, or different, ~~solid waste handling services~~Solid Waste Facility Fee in the same
15 ~~franchise—area~~Franchise Area.

16 (b) In order to qualify for the award of a franchise, an applicant must:

17 (1) Have, or obtain prior to the approval of the ~~franchise~~
18 ~~agreement~~Franchise Agreement by the County, and maintain for the term of its ~~franchise~~
19 ~~agreement~~Franchise Agreement, a current ~~health and safety permit~~Health and Safety
20 Permit to the extent such a permit is required under the provisions of Article 2 of Chapter
21 8 of Division 3 of Title 3 of this Code in order to provide the ~~solid waste handling~~
22 ~~services~~Solid Waste Facility Fee to be provided under the ~~franchise—agreement~~Franchise
23 Agreement; and

24 (2) Demonstrate a minimum of three ~~years~~years' experience in providing
25 substantially the same type, class and extent of services as those for which the franchise
26 is sought; and

27 (3) Provide to the Director the information which is required of an
28 applicant for a ~~health and safety permit~~Health and Safety Permit pursuant to section

1 33.0825 of this Code.

2 (c) (1) The terms and conditions by which the ~~grantee~~Grantee shall be
3 obligated to provide ~~solid waste handling services~~Solid Waste Facility Fee shall be as set
4 forth in this Division 6 and, with respect to the items set forth in this Subdivision (c), as
5 set forth in the ~~franchise agreement~~Franchise Agreement.

6 (A) The ~~franchise area~~Franchise Area, including any uniform
7 handling area.

8 (B) The specific ~~solid waste handling services~~Solid Waste Facility
9 Fee to be provided by ~~grantee~~Grantee, including appropriate operating requirements.

10 (C) The ~~total rate~~Total Rates related to the specified ~~solid waste~~
11 ~~handling services~~Solid Waste Facility Fee to be provided by ~~grantee~~Grantee and the
12 method of billing its ~~subscriber~~Subscribers.

13 (2) (A) If the County and the ~~grantee~~Grantee so agree, the ~~franchise~~
14 ~~agreement~~Franchise Agreement may specify the ~~solid waste facility~~Solid Waste Facility
15 or facilities to which the ~~grantee~~Grantee will transport the ~~solid waste~~Solid Waste
16 collected pursuant to ~~solid waste handling services~~Solid Waste Facility Fee provided
17 under the ~~franchise agreement~~Franchise Agreement.

18 (B) If the County and the ~~grantee~~Grantee so agree, the ~~franchise~~
19 ~~agreement~~Franchise Agreement may allow the County to specify a different or additional
20 ~~solid waste facility~~Solid Waste Facility to which the ~~grantee~~Grantee will transport the ~~solid~~
21 ~~waste~~Solid Waste collected pursuant to the ~~solid waste handling services~~Solid Waste
22 Facility Fee provided under the ~~franchise agreement~~Franchise Agreement. In such event,
23 the ~~franchise agreement~~Franchise Agreement may contain a cost per ton mile figure
24 which sets forth the increase in the ~~grantee~~Grantee's demonstrable costs related to such
25 a change.

26 (C) If the County and the ~~grantee~~Grantee so agree, the ~~franchise~~
27 ~~agreement~~Franchise Agreement may specify that upon the effective date of the ~~franchise~~
28 ~~agreement~~Franchise Agreement the ~~grantee~~Grantee waives and forgoes any other rights

1 it might have to provide ~~solid waste handling services~~Solid Waste Facility Fee in other
2 specified portions of the ~~unincorporated County~~Unincorporated County, including any
3 rights it might otherwise have under Public Resources Code §section 49520 or other law
4 to receive advance notice of the cancellation of any permit or other authorization to
5 provide such services.

6 (d) (1) The ~~franchise agreement~~Franchise Agreement shall establish the
7 initial term and any extensions. Notwithstanding the forgoing, the County reserves the
8 right to increase the term or any extension if it believes that such an increase is in the
9 best interests of the ~~subscriber~~Subscribers being serviced by the ~~grantee~~Grantee under
10 the ~~franchise agreement~~Franchise Agreement.

11 (2) A ~~franchise agreement~~Franchise Agreement may provide for
12 automatic extensions; however, the Board may determine in its sole discretion that a
13 ~~franchise agreement~~Franchise Agreement shall not be extended. The action to not extend
14 a ~~franchise agreement~~Franchise Agreement must be taken no later than 60 days prior to
15 the automatic renewal date of the ~~franchise agreement~~Franchise Agreement. Such
16 action shall terminate the automatic renewal and extension provision only and such
17 ~~franchise agreement~~Franchise Agreement shall remain in effect for the balance of the
18 term then outstanding.

19 (e) The ~~franchise agreement~~Franchise Agreement shall set forth the ~~total~~
20 ~~rate~~Total Rate (i.e., the inclusive schedule of rates to be paid to ~~grantee~~Grantee for ~~solid~~
21 ~~waste handling services~~Solid Waste Facility Fee provided to ~~subscriber~~Subscribers under
22 its ~~franchise agreement~~Franchise Agreement). The ~~total rate~~Total Rate shall be subject
23 to review and adjustment pursuant to the provisions of this Division 6. If and when
24 adjustments to the ~~total rate~~Total Rate are made pursuant to the provisions of this Division
25 6, the Director shall cause a certification of each such adjustment to be lodged with the
26 County's official copy of the ~~franchise agreement~~Franchise Agreement. No ~~total rate~~Total
27 Rate or adjustment to same shall be implemented until approved by the Board or by the
28 Director, as provided in this Division 6.

1 (f) Non-performance by ~~grantee~~Grantee of the terms and conditions contained
2 in this Division 6 or in its ~~franchise agreement~~Franchise Agreement, or the occurrence of
3 one or more of the events set forth in §section 33.0827 of this Code, shall provide grounds
4 for the loss of or limitation upon the ~~grantee~~Grantee's right to provide ~~solid waste handling~~
5 ~~services~~Solid Waste Facility Fee pursuant to its ~~franchise agreement~~Franchise
6 Agreement and for the termination of its ~~franchise agreement~~Franchise Agreement.
7 ~~Grantee~~Grantee shall perform no ~~solid waste handling services~~Solid Waste Facility Fee
8 under its ~~franchise agreement~~Franchise Agreement without possessing the required
9 ~~health and safety permit~~Health and Safety Permit.

10 (g) Except when otherwise required by applicable Federal, State or local law,
11 the terms and conditions of this Division 6 shall prevail over any inconsistent provisions
12 of a ~~franchise agreement~~Franchise Agreement.

13 (h) The ~~grantee~~Grantee under any ~~franchise agreement~~Franchise Agreement
14 is an independent contractor and not an officer, agent, servant, or employee of County.
15 Grantee is solely responsible for the acts and omissions of its officers, agents, and
16 employees, if any. Nothing in any ~~franchise agreement~~Franchise Agreement shall be
17 construed as creating a partnership or joint venture between County and ~~grantee~~Grantee.
18 Neither ~~grantee~~Grantee nor its officers, agents, or employees, shall obtain any rights to
19 retirement or other benefits which accrue to County employees.

20 **46.0302 Franchise Fee.**

21 (a) Except as set forth in Subdivision (b), below, each ~~grantee~~Grantee under a
22 ~~franchise agreement~~Franchise Agreement shall pay to the County a ~~franchise~~
23 ~~fee~~Franchise Fee equal to the then current and effective ~~franchise fee~~Franchise Fee set
24 forth in the County Schedule of Fees, currently found at Chapter 2 of Division 6 of Title 1
25 of the San Bernardino County Code. The payment of a ~~franchise fee~~Franchise Fee shall
26 not limit the County's ability to establish and levy a business license tax, fees, charges,
27 assessments, penalties, fines, and other requirements for monetary payment by the
28 ~~grantee~~Grantee to the County. Payment of ~~franchise fee~~Franchise Fee shall be made

1 monthly. The ~~franchise fee~~Franchise Fee shall constitute a cost which ~~grantee~~Grantee
2 may recover as a part of the compensation due ~~grantee~~Grantee under the ~~franchise~~
3 ~~agreement~~Franchise Agreement.

4 (b) In the event that a ~~grantee~~Grantee under a ~~franchise agreement~~Franchise
5 Agreement in a uniform handling area offers a fee waiver program as set forth in ~~§section~~
6 46.0505 of this code, then such ~~grantee~~Grantee will not be required to pay a ~~franchise~~
7 ~~fee~~Franchise Fee to the County in an amount proportionate to that waived pursuant to
8 the Code.

9 **46.0303 Assignment and Change of Ownership.**

10 (a) Neither any ~~franchise agreement~~Franchise Agreement nor any right or
11 privilege granted in any such agreement shall voluntarily or involuntarily be
12 ~~transfer~~transferred, sold, hypothecated, sublet, assigned or leased, in whole or in part,
13 nor shall title thereto, either legal or equitable, or any right, interest, or property therein
14 (all collectively referred to herein as "~~transfer~~Transfer"), pass to or vest in any
15 ~~person~~Person, except the ~~grantee~~Grantee, either by act of the ~~grantee~~Grantee or by
16 operation of law, without the prior written consent of the Board. Any attempt by
17 ~~grantee~~Grantee, either by act of ~~grantee~~Grantee or by operation of law, to
18 ~~transfer~~Transfer any ~~franchise agreement~~Franchise Agreement without the prior written
19 consent of the Board shall be void.

20 (b) If the ~~grantee~~Grantee requests that the County consider and consent to a
21 ~~transfer~~Transfer or a ~~change in ownership~~Change In Ownership of ~~grantee~~Grantee, the
22 ~~grantee~~Grantee or the proposed ~~transferee~~transferee, as applicable, shall at a minimum
23 meet each of the following requirements:

24 (1) The ~~grantee~~Grantee shall pay the County its reasonable expenses
25 for attorney's fees and investigation costs necessary to determine the suitability of any
26 proposed ~~transferee~~transferee or proposed new owners, and to review and finalize any
27 documentation required as a condition for approving any such ~~transfer~~Transfer or ~~change~~
28 ~~in ownership~~Change In Ownership.

1 (2)The ~~grantee~~Grantee shall furnish the County with independently audited
2 financial statements of the proposed ~~transferee~~transferee's operations for the
3 immediately preceding three operating years.

4 (3) The ~~grantee~~Grantee shall furnish the County with satisfactory proof:

5 (A) That the proposed ~~transferee~~transferee or the proposed
6 management of the ~~grantee~~Grantee under the proposed new owner has at least three
7 years of ~~solid waste~~Solid Waste management experience of a scale equal to or exceeding
8 the scale of operations conducted by ~~grantee~~Grantee under its ~~franchise~~
9 agreementFranchise Agreement;

10 (B) That in the last five years, the proposed ~~transferee~~transferee
11 or any company managed by the proposed new owner (or by the proposed management
12 of the ~~grantee~~Grantee under the proposed new owner) has not received any citations,
13 notice of violations or other censure from any Federal, State or local agency having
14 jurisdiction over its waste management operations due to any failure to comply with
15 Federal, State or local waste management laws, where such failure either: (i) evidences
16 a pattern of disregard for such Federal, State or local waste management laws; or (ii)
17 involves actions which endangered the lives or property of any ~~person~~Person.
18 ~~Grantee~~Grantee shall supply the County with a complete list of such citations, notices of
19 violations and censures, if any;

20 (C) That the proposed ~~transferee~~transferee or any company
21 managed by the proposed new owner (or by the proposed management of the
22 ~~grantee~~Grantee under the proposed new owner) has at all times conducted its operations
23 in an environmentally safe and conscientious fashion;

24 (D) That the proposed ~~transferee~~transferee or any company
25 managed by the proposed new owner (or by the proposed management of the
26 ~~grantee~~Grantee under the proposed new owner) conducts its ~~solid waste~~Solid Waste
27 management operations in accordance with sound waste management standards and
28 practices and in full compliance with all Federal, State and local laws regulating the

1 ~~collection~~Collection and ~~disposal~~Disposal of waste;

2 (E) Of the adequate financial strength of proposed
3 ~~transfer~~transferee or of the ~~grantee~~Grantee under the proposed new ownership; and

4 (F) Of the ability of the proposed ~~transfer~~Transferee or of the
5 ~~grantee~~Grantee under the proposed new ownership to obtain and maintain required
6 insurance and bonds.

7 (c) The County may impose reasonable new conditions of approval on a
8 ~~franchise agreement~~Franchise Agreement ~~transfer~~Transfer, or consent to a ~~change in~~
9 ~~ownership~~Change In Ownership of ~~grantee~~Grantee, including, but not limited to,
10 conditions requiring acceptance of amendments to the relevant ~~franchise~~
11 ~~agreement~~Franchise Agreement.

12 **46.0304 Title to Solid Waste.**

13 Ownership of ~~solid waste~~Solid Waste shall ~~transfer~~Transfer to ~~grantee~~Grantee at
14 such time as the ~~solid waste~~Solid Waste is abandoned and discarded by the ~~solid waste~~
15 ~~handling~~Solid Waste Handling service ~~subscriber~~Subscriber of ~~grantee~~Grantee in the
16 location provided in section 33.0808 of this Code.

18 **CHAPTER 4: GRANTEE COMPENSATION**

19 **Section**

20 **46.0401 Compensation.**

21 **46.0402 Adjustment to Total Rate.**

22 **46.0403 Notice to Subscribers Regarding Certain Adjustments.**

23 **46.0404 Discontinuance of Service for Non-Uniform Handling Service.**

24 **46.0401 Compensation.**

25 (a) Charges for ~~solid waste handling services~~Solid Waste Facility Fee
26 (including, without limit, for use of a ~~solid waste facility~~Solid Waste Facility) provided to
27 ~~grantee~~Grantee's ~~subscriber~~Subscribers shall be paid by such service
28 ~~subscriber~~Subscribers in accordance with the ~~total rate~~Total Rate approved by the Board

1 in its approval or extension of the ~~franchise agreement~~Franchise Agreement with
2 ~~grantee~~Grantee, as such ~~total rate~~Total Rate is adjusted pursuant to ~~§46~~section 46.0402.

3 (b) All charges for services rendered by a given ~~grantee~~Grantee shall be
4 uniform and non-discriminatory for the type of service provided and reasonably based
5 upon the type and/or number of containers, type of ~~solid waste~~Solid Waste, whether
6 compacted or loose, number of separate pick-up points at any place of
7 ~~collection~~Collection, placement of container(s) or distance of carry-out, frequency of
8 ~~collection~~Collection, remote location, terrain, ~~disposal~~Disposal costs, and whether
9 residential, commercial, construction or industrial ~~collection~~Collection.

10 (c) (1) In cases where ~~grantee~~Grantee includes a ~~solid waste facility~~
11 ~~fee~~Solid Waste Facility Fee amount as a separate listing on a ~~subscriber~~Subscriber's bill,
12 the County shall prescribe the amount consistent with waste generation factors
13 established in the ~~franchise agreement~~Franchise Agreement and the applicable ~~solid~~
14 ~~waste facility fee~~Solid Waste Facility Fee.

15 (2) ~~Grantee~~Grantee shall refund to each ~~subscriber~~Subscriber, on a pro
16 rata basis, any advance service payments made by such ~~subscriber~~Subscriber for service
17 not provided when service is discontinued by timely written notification to ~~grantee~~Grantee
18 by the ~~subscriber~~Subscriber. ~~Grantee~~Grantee may not require written notice to be given
19 more than 15 working (waste ~~collection~~Collection) days prior to the date on which service
20 is desired to be discontinued.

21 (3) On a quarterly basis, the County shall be allowed to furnish, for
22 inclusion with ~~grantee~~Grantee's billing, a message for the purpose of public education
23 regarding waste ~~disposal~~Disposal, ~~recycling~~Recycling, or other environmental issues. If
24 ~~grantee~~Grantee mails its billing in an envelope, two of the four County messages may be
25 in the form of a one page insert, provided the insert is: print ready copy which conforms
26 to ~~grantee~~Grantee's billing, is delivered to ~~grantee~~Grantee by the Division 15 working
27 (waste ~~collection~~Collection) days in advance of ~~grantee~~Grantee's billing date and does
28 not cause an increase in the postal rates payable by ~~grantee~~Grantee for mailing its billing.

1 If the message is not in the form of an insert, it shall be printed by ~~grantee~~Grantee on its
2 bills. Such message shall not exceed 25 characters and shall be delivered to
3 ~~grantee~~Grantee by the Division 15 working (~~waste collection~~Collection) days in advance
4 of ~~grantee~~Grantee's billing date. ~~Grantee~~Grantee shall include such insert in, or print
5 such message on, each ~~subscriber~~Subscriber's next billing.

6 **46.0402 Adjustment to Total Rate.**

7 The following annual and special rate adjustments shall be made to the ~~total~~
8 ~~rate~~Total Rate provided for in a ~~franchise agreement~~Franchise Agreement. However, no
9 rate adjustment shall be implemented for or during any period of time when the affected
10 ~~grantee~~Grantee is not in substantial compliance with all material provisions of the County
11 Code or the ~~franchise agreement~~Franchise Agreement.

12 (a) Cost of Living Adjustment. A cost of living adjustment set forth in a ~~franchise~~
13 ~~agreement~~Franchise Agreement should be based on appropriate consumer or product
14 price indices and the adjustment shall be a pass through of 100 percent of any increase
15 or decrease as a part of the ~~total rate~~Total Rate.

16 (b) Landfill ~~Disposal~~Disposal Facility Fee. The landfill ~~disposal~~Disposal facility
17 fee adjustment shall be the pass through of 100 percent of any increase or decrease in
18 the fee charged to the ~~grantee~~Grantee for use of a landfill ~~disposal~~Disposal facility
19 approved for use by the Division, calculated on a per ~~subscriber~~Subscriber basis, and
20 shall be effective as of the date of the change to such fee.

21 (c) Franchise Fee Adjustment. The ~~franchise fee~~Franchise Fee adjustment
22 shall be the pass through of 100 percent of any increase or decrease in the ~~franchise~~
23 ~~fee~~Franchise Fee and shall be effective as of the date the ~~franchise fee~~Franchise Fee
24 increase or decrease is payable by the ~~grantee~~Grantee

25 (d) Extraordinary Adjustment. The ~~franchise agreement~~Franchise Agreement
26 may allow for adjustments to the ~~total rate~~Total Rate to account for infrequent
27 extraordinary events which, although they do not prevent either party from performing
28 and do not implicate force majeure provisions, they nevertheless increase the cost of

1 providing service such that ~~grantee~~Grantee's compensation and the rate adjustment
2 mechanism provided in the ~~franchise agreement~~Franchise Agreement result in
3 ~~grantee~~Grantee's suffering losses which are substantially outside the commercially
4 reasonable expectations of the parties. In no event shall any extraordinary adjustment
5 be effective prior to the Board's approval of an amendment to the applicable ~~franchise~~
6 ~~agreement~~Franchise Agreement.

7 (e) Change in Service Level Adjustments.

8 (1) The ~~total rate~~Total Rate shall be increased (or decreased) by 100
9 percent of the increase (or decrease) or incremental increase (or incremental decrease),
10 as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether
11 fixed or variable) associated with the change in the level of the ~~solid waste handling~~
12 ~~services~~Solid Waste Facility Fee which may be required of, or agreed to by, a
13 ~~grantee~~Grantee. A ~~change in service level adjustment~~Change In Service Level
14 Adjustment shall be effective on and after the actual date of the requirement to or
15 agreement to change operations which results from the change in service, but, absent
16 the consent of the Division, not sooner than the effective date of the change in service.
17 In no event shall any ~~change in service level adjustment~~Change In Service Level
18 Adjustment be effective prior to the Board's approval of an amendment to the applicable
19 ~~franchise agreement~~Franchise Agreement.

20 (2) In the event that the Division and the ~~grantee~~Grantee claiming to be
21 affected by the change in service level cannot agree on either the existence, or the effect
22 on demonstrable costs, of a change in service level, the dispute resolution provisions of
23 the ~~franchise agreement~~Franchise Agreement shall apply.

24 (f) Change in Law Adjustments.

25 (1) The ~~total rate~~Total Rate shall be increased (or decreased) by 100
26 percent of the increase (or decrease) or incremental increase (or incremental decrease),
27 as the case may be, in the demonstrable costs (i.e., on any direct or indirect cost, whether
28 fixed or variable) associated with the change in the manner or nature of conducting ~~solid~~

1 ~~waste handling services~~Solid Waste Facility Fee necessitated by a ~~change in law~~Change
2 In Law. A ~~change in law adjustment~~Change In Law Adjustment shall be effective on and
3 after the actual date of the change in operations which resulted from the ~~change in~~
4 lawChange In Law, but, absent the consent of the Division, not sooner than the effective
5 date of the ~~change in law~~Change In Law. In no event shall any ~~change in law~~
6 adjustmentChange In Law Adjustment be effective prior to the Board's approval of an
7 amendment to the applicable ~~franchise agreement~~Franchise Agreement.

8 (2) In the event that the Division and the ~~grantee~~Grantee claiming to be
9 affected by the ~~change in law~~Change In Law cannot agree on either the existence, or the
10 effect on demonstrable costs, of a ~~change in law~~Change In Law, the dispute resolution
11 provisions of the ~~franchise agreement~~Franchise Agreement shall apply.

12 **46.0403 Notice to Subscribers Regarding Certain Adjustments.**

13 No ~~change in service level adjustment~~Change In Service Level Adjustment
14 increase or ~~change in law adjustment~~Change In Law Adjustment increase which applies
15 to 500 or more ~~solid~~Solid waste~~Waste handling~~Handling service~~Service~~
16 subscriberSubscribers or to ~~subscriber~~Subscribers cumulatively generating 1,500 or
17 more cubic yards of ~~solid waste~~Solid Waste per month may be implemented until at least
18 ten days after completion of publication of a notice of the proposed increase as set forth
19 in the ~~franchise agreement~~Franchise Agreement.

20 **46.0404 Discontinuance of Service for Non-Uniform Handling Service.**

21 ~~Except where~~Where a waiver from uniform~~Uniform handling~~Handling s~~Service is~~
22 implemented has been granted, granteeGrantee may discontinue service for non-
23 payment of ~~subscriber~~Subscriber's billing or ~~subscriber~~Subscriber's failure to
24 substantially comply with the requirements of the applicable provisions of State or local
25 law which govern use, storage and ~~collection~~Collection of ~~solid~~Solid wasteWaste. After
26 the ~~grantee~~Grantee has given 15 days' written notice to ~~subscriber~~Subscriber for non-
27 payment, ~~grantee~~Grantee shall notify the Director in writing of any service termination
28 including a written copy of the notice to the ~~subscriber~~Subscriber. Upon payment of the

1 ~~delinquent fees~~Delinquent Fees, if applicable, ~~grantee~~Grantee shall resume
2 ~~collection~~Collection on the next regularly scheduled ~~collection~~Collection day. Any
3 ~~grantee~~Grantee operating in a ~~uniform~~Uniform handling ~~Handling area~~ Area shall not
4 discontinue service except as allowed in ~~§46~~section 46.0507.

5
6 **CHAPTER 5: UNIFORM HANDLING SERVICE**

7 **Section**

- 8 **46.0501 Uniform Handling Service.**
9 **46.0502 Owner Responsible for Payment for Uniform Handling Service.**
10 **46.0503 Failure to Provide Sufficient Solid Waste Containers.**
11 **46.0504 Exemption from Uniform Handling Service.**
12 **46.0505 Temporary Suspension of Service or Waiver of Fees.**
13 **46.0506 Handling of Delinquent Accounts.**
14 **46.0507 Discontinuance of Service.**
15 **46.0508 Penalties for Violations.**
16 **46.0509 Illegal Dumping Retrieval Services.**

17
18 **46.0501 Uniform Handling Service.**

19 (a) Uniform ~~handling~~Handling service ~~Service~~ and ~~uniform handling areas~~ shall
20 be ~~established by the adoption, or amendment, of an individual franchise agreement~~
21 ~~which contains provisions establishing same. Uniform handling service may not be~~
22 implemented in every ~~franchise area~~Franchise Area, ~~nor in all parts of a given franchise~~
23 ~~area, nor and~~ imposed on the owners of all classes of dwellings or commercial or
24 industrial units within a given uniform handling area. ~~If uniform handling service is~~
25 ~~implemented for all or part of a particular franchise area, all, unless otherwise specified~~
26 ~~within a franchise agreement~~Franchise Agreement. All owners of a dwelling or a
27 commercial or industrial unit within the uniform handling area who are required to have
28 ~~uniform handling service~~Uniform Handling Service shall, upon notice thereof, be required

1 to accept ~~uniform handling service~~Uniform Handling Service from the ~~grantee~~Grantee (or
2 one of the ~~grantee~~Grantees) holding a ~~franchise agreement~~Franchise Agreement for the
3 uniform handling area and pay the rate for such services currently in effect under the ~~total~~
4 ~~rate~~Total Rate of the applicable ~~franchise agreement~~Franchise Agreement. ~~The division~~
5 ~~shall maintain a list of all areas of the county where a franchise agreement establishes a~~
6 ~~uniform handling area, the list shall specify the class of owners of dwellings and/or~~
7 ~~commercial or industrial units within each uniform handling area required to have uniform~~
8 ~~handling service.~~

9 (b) ~~Uniform handling service~~Uniform Handling Service shall not be imposed on
10 the owner of any class of dwelling or commercial or industrial unit located in an
11 Agricultural Preserve Overlay District within the sphere of influence of the City of Chino
12 or of the City of Ontario, as designated upon the land use district maps of the County
13 General Plan.

14 **46.0502 Owner Responsible for Payment for ~~Uniform Handling Service~~Uniform**
15 **~~Handling Service~~Handling Service.**

16 (a) The owner of each dwelling or commercial or industrial unit subject to
17 ~~uniform handling service~~Uniform Handling Service shall be required to accept, and pay
18 the applicable rate set out in the ~~total rate~~Total Rate for, the ~~uniform handling~~
19 ~~service~~Uniform Handling Service rendered to such unit by a ~~grantee~~Grantee and shall
20 place at a location accessible to the ~~grantee~~Grantee, a container(s) of adequate capacity
21 and functional design in accordance with this Division 6 of Title 4 and with Division 3 of
22 Title 3 of this Code for the storage of ~~solid waste~~Solid Waste generated on the premises.
23 Such owner shall be responsible to provide such container(s) unless the ~~franchise~~
24 ~~agreement~~Franchise Agreement requires the ~~grantee~~Grantee to provide such
25 container(s).

26 (b) Nothing in this Section is intended to prevent the entering into of an
27 arrangement, or the continuance of an existing arrangement, approved in writing by the
28 ~~grantee~~Grantee, under which statements or invoices for ~~uniform handling service~~Uniform

1 Handling Service are billed to and payments are made by a tenant or tenants, or any
2 agent, on behalf of the owner. However, unless otherwise provided therein, any such
3 arrangement shall not lessen or substitute for the owner's obligation to the
4 granteeGrantee or, unless separately approved in writing by the Division, to the County
5 under this Division 6.

6 **46.0503 Failure to Provide Sufficient Solid Waste Containers.**

7 When in the judgment of the Director (whether or not at the request of the
8 GranteeGrantee or owner) additional ~~solid waste~~Solid Waste container(s) compatible with
9 the ~~solid waste handling~~Solid Waste Handling system are required, they must be provided
10 by the owner, or by the granteeGrantee if the ~~franchise agreement~~Franchise Agreement
11 requires the granteeGrantee to provide container(s), upon written notification by the
12 Director. All containers shall conform to the requirements of ~~§§sections~~ 33.0806 and
13 33.0807 of this Code.

14 **46.0504 ~~Self-Haul~~Self-Haul Exemption from Uniform Handling Service.**

15 (a) Dwellings.

16 (1) The owner of any dwelling may apply to the Division for an exemption
17 from ~~uniform handling service~~Uniform Handling Service by submitting a uniform handling
18 exemption request form to the Director or designee accompanied by required
19 documentation identified in the form and a non-refundable application fee requesting a
20 permit to provide ~~self-haul~~Self-Haul ~~solid waste handling~~Solid Waste Handling. The
21 owner may be granted an exemption provided he/she can adequately document that all
22 ~~solid waste~~Solid Waste generated at the dwelling is transported in a safe and sanitary
23 manner to a landfill ~~disposal~~Disposal facility owned by ~~the County of~~ San Bernardino
24 County and to proper recyclingRecycling and organic processingProcessing facilities
25 (pursuant to conditions listed on exemption application). Upon approval of the exemption
26 request, the Director will notify the owner and the granteeGrantee of the exemption.
27 Exemptions are issued on an annual basis, July 1 through June 30. Exemptions that are
28 not obtained or renewed prior to July 1 of each year will not be effective until the next

1 billing period in accordance with the ~~franchise agreement~~Franchise Agreement applicable
2 to the owner's dwelling.

3 (2) The exemption and renewal applications shall be made on forms
4 approved by the Director or designee.

5 (3) The application fee shall include an administrative fee, if any, as
6 determined by the Board, in addition to the pre-payment of the average annual landfill
7 ~~disposal~~Disposal cost for County residents as determined by the Director. Each
8 application for annual renewal of such an exemption shall be accompanied by the
9 administrative fee plus the applicant's required pre-payment of the average annual landfill
10 ~~disposal~~Disposal cost. This pre-payment will be retained by the Division as a pre-
11 payment for one year's weekly ~~solid waste~~Solid Waste ~~disposal~~Disposal. The pre-
12 payment requirement shall be waived with respect to residences located within those land
13 use areas for which parcel fees are collected for the operation of County ~~Solid Waste~~Solid
14 ~~Waste Disposal~~Disposal System.

15 (4) The Director shall provide the owner who pays the pre-payment of
16 the average annual landfill ~~disposal~~Disposal cost with a card or other document which
17 attests to such pre-payment and which allows weekly ~~disposal~~Disposal privileges at all
18 facilities within the County Solid Waste ~~Disposal~~Disposal System in a manner consistent
19 with the ~~disposal~~Disposal rights of a resident who has paid a parcel fee for the operation
20 of County Solid Waste ~~Disposal~~Disposal System.

21 (5) Should the owner violate any provisions of Division 6 of Title 4 or of
22 any provision of Chapter 7 or Chapter 8 of Division 3 of Title 3 of the San Bernardino
23 County Code, the Director may, upon advance written notice to the owner, revoke the
24 exemption and require the owner to subscribe to and pay for ~~uniform handling~~
25 ~~service~~Uniform Handling Service as described in this Chapter.

26 (b) Commercial/Industrial Units.

27 (1) The owner of any commercial or industrial unit may apply for
28 exemption from ~~uniform handling service~~Uniform Handling Service by submitting a written

1 application to the Director on a form issued by the Director, accompanied by a non-
2 refundable application fee, requesting a permit to provide ~~self-haul~~Self-Haul ~~solid waste~~
3 ~~handling~~Solid Waste Handling and transportation. This permit, if approved, shall be valid
4 for one year, and must be renewed annually thereafter at the discretion of the Director
5 upon submittal of application ~~therefore~~ and ~~deposit of~~ application fees to the Director.

6 (2) The exemption and renewal applications shall be on a form approved
7 by the Director.

8 (3) The owner may be granted an exemption provided he or she can
9 establish to the satisfaction of the Director that he or she can properly transport all ~~solid~~
10 ~~waste~~Solid Waste generated on the premises, to an approved ~~solid waste~~Solid Waste
11 facility ~~and recycling~~Recycling and organic processingProcessing facilities (pursuant to
12 conditions listed on exemption application), in a safe and sanitary manner in accordance
13 with each of the following conditions:

14 (A) The vehicles and equipment to be used for transporting the
15 ~~solid waste~~Solid Waste shall be identified in the application by the owner;

16 (B) The vehicles used shall meet all the standards, if any,
17 prescribed for such use by the California Vehicle Code; and

18 (C) A credit account with the Division must be maintained in good
19 standing.

20 (4) The Director may require the owner to furnish evidence of such
21 delivery of ~~solid waste~~Solid Waste.

22 (5) The application fee shall include an administrative fee, if any, as
23 determined by the Board.

24 (6) Should the owner violate any provision of this Division 6 of Title 4 or
25 any provision of Chapter 7 or Chapter 8 of Division 3 of Title 3 of the San Bernardino
26 County Code, the Director may, upon advance written notice to the owner, revoke the
27 exemption and require the owner to subscribe to and pay for ~~uniform handling~~
28 ~~service~~Uniform Handling Services as described in this Chapter.

1 **46.0505 Temporary Suspension of Service or Waiver of Fees.**

2 (a) Any ~~residential—~~Residential owner may suspend ~~uniform—handling~~
3 ~~service~~Uniform Handling Service by a ~~grantee~~Grantee up to 45 consecutive days during
4 a given fiscal year (i.e., July 1 - June 30).

5 (b) The owner shall give written notification to the ~~grantee~~Grantee at least 15
6 working (waste ~~collection~~Collection) days prior to the first day of the period for which
7 suspension of service is requested pursuant to this section.

8 (c) Should an owner, after suspending service, request that service be re-
9 established, the ~~grantee~~Grantee may charge a resumption fee not to exceed 50 percent
10 of the cost of one month's regular ~~uniform handling service~~Uniform Handling Service as
11 specified in the applicable ~~franchise agreement~~Franchise Agreement. In no event shall
12 a resumption fee exceed \$50.00.

13 (d) Any suspension of service established pursuant to this Section shall be
14 canceled if the Director determines that the conditions cited in subsection (a) of this
15 section no longer exist.

16 (e) In addition, the Director and/or each ~~grantee~~Grantee servicing a ~~franchise~~
17 ~~area~~Franchise Area is authorized to waive the ~~total rate~~Total Rate established in the
18 applicable ~~franchise agreement~~Franchise Agreement for an individual owner under
19 circumstances approved by the Director or designee, including but not limited to
20 infrequent use of the dwelling or when the property does not require regular
21 ~~collection~~Collection service.

22 **46.0506 Handling of Delinquent Accounts.**

23 (a) The ~~total rate~~Total Rate owed by the owner of a dwelling or commercial or
24 industrial unit for ~~uniform handling service~~Uniform Handling Service rendered to such
25 owner's property (or which have been attempted to be rendered, if ~~uniform handling~~
26 ~~service~~Uniform Handling Service is not allowed to be provided by action of the owner or
27 tenant) shall be a civil debt owed to the ~~grantee~~Grantee providing the ~~uniform handling~~
28 ~~service~~Uniform Handling Service. ~~As used herein, DELINQUENT FEES shall mean the~~

1 ~~fees under that total rate which are due for uniform handling service rendered to an~~
2 ~~owner's property (or which have been attempted to be rendered, if uniform handling~~
3 ~~service is not allowed to be provided by action of the owner or tenant) but which have not~~
4 ~~been paid for 90 days or more after the mailing of the invoice related to such service.~~

5 (b) Any ~~delinquent fees~~Delinquent Fees, and the related penalties and interest
6 and costs of ~~collection~~Collection, shall be considered a debt owed to the County.

7 (c) Annually each ~~grantee~~Grantee shall provide a list to the Division of all
8 accounts which have ~~delinquent fees~~Delinquent Fees. This list shall set out the amount
9 of the ~~delinquent fees~~Delinquent Fees, the time period for which the services related to
10 the ~~delinquent fees~~Delinquent Fees were provided, the identity of the property to which
11 the service has been provided and the owner of such property.

12 (d) Pursuant to Health and Safety Code ~~§§sections~~ 5473 through 5473a, the
13 County elects to have ~~delinquent fees~~Delinquent Fees, and the related penalties and
14 interest and costs of ~~collection~~Collection, collected on the tax roll in the same manner, by
15 the same ~~person~~Person, and at the same time as, together with but not separately from,
16 its general taxes. This election shall remain in effect until June 30, 2025.

17 (1) Pursuant to Health and Safety Code section 5473.10 the County
18 hereby imposes:

19 (A) A basic penalty of 10 percent of the ~~delinquent fees~~Delinquent
20 Fees, which shall be assessed and shall be due and owing at the same time and in the
21 same manner as the ~~delinquent fees~~Delinquent Fees; and

22 (B) Simple interest on the ~~delinquent fees~~Delinquent Fees of one
23 and one-half percent per month, which interest shall be assessed and shall be due and
24 owing at the same time and in the same manner as the ~~delinquent fees~~Delinquent Fees.

25 (2) The County shall cause a written report to be prepared each year
26 and filed with the Clerk of the Board. The report shall contain a description of each parcel
27 of real property receiving ~~uniform handling service~~Uniform Handling Service for which
28 ~~delinquent fees~~Delinquent Fees exist, and the amount of the ~~delinquent fees~~Delinquent

1 ~~Fees~~ (and the associated basic penalty and interest and costs of ~~collection~~Collection)
2 related to that real property.

3 (3) After providing any statutorily required notice and holding any
4 statutorily required hearing, and following the final determination of the Board as to the
5 ~~delinquent fees~~Delinquent Fees detailed in the report, pursuant to Health and Safety
6 Code section 5473.4, the Clerk of the Board shall, on or before August 10 of each year,
7 file with the County Auditor/Controller-Recorder a copy of the report with a statement
8 endorsed thereon over his or her signature that the report has been finally adopted by the
9 Board. The Auditor/Controller-Recorder shall then enter the amounts of the ~~delinquent~~
10 ~~fees~~Delinquent Fees (and the associated basic penalty and interest and costs of
11 ~~collection~~Collection) against the respective lot or parcel of land as they appear on the
12 current assessment roll. Pursuant to Health and Safety Code ~~§§sections~~ 5473.5 and
13 ~~section~~ 5473.6, the amount of charges shall constitute a lien against the lot or parcel of
14 land against which the charge has been imposed and the tax collector shall include the
15 amount of charges on bills for taxes levied against the respective lots and parcels of land.

16 (e) Any ~~delinquent fees~~Delinquent Fees (and the associated basic penalty and
17 interest and costs of ~~collection~~Collection) which are collected by the County shall be
18 allocated as follows:

19 (1) First, to the County up to the amount of the County's costs of
20 ~~collection~~Collection;

21 (2) Next, to the ~~grantee~~Grantee which provided the ~~uniform handling~~
22 ~~service~~Uniform Handling Service which gave rise to the ~~delinquent fees~~Delinquent Fees,
23 up to the amount of the ~~delinquent fees~~Delinquent Fees and the associated interest
24 provided for in Subdivision (d)(1)(B); and

25 (3) The remainder, if any, to the County.

26 (f) As used herein, the County's costs of ~~collection~~Collection include, but are
27 not limited to, any staff time and related expenses or Division charges involved in
28 preparing the report, placing the ~~delinquent fees~~Delinquent Fees on the tax roll, collecting

1 or distributing the ~~delinquent fees~~Delinquent Fees and determining which monies
2 received by the Division from the tax collector relate to which ~~delinquent fees~~Delinquent
3 Fees account.

4 (g) The County has no liability to pay the ~~grantee~~Grantee any amount or sum
5 for any ~~delinquent fees~~Delinquent Fees and/or the associated interest to the extent same
6 are not collected by the County.

7 **46.0507 Discontinuance of Service.**

8 Unless ~~grantee~~Grantee is otherwise directed by Director, ~~grantee~~Grantee shall not
9 refuse to provide, or discontinue the providing of, ~~solid waste handling~~Solid Waste
10 Handling service to any ~~subscriber~~Subscriber in a uniform handling area required to
11 subscribe for ~~uniform handling service~~Uniform Handling Service.

12 **46.0508 Penalties for Violations.**

13 Except as otherwise allowed in ~~sections~~ 46.05041301, 46.1302, 46.1303, and
14 45.1304, it shall be unlawful for any ~~person~~Person to fail or refuse to subscribe or pay for
15 ~~uniform handling service~~Uniform Handling Service implemented under this Chapter.
16 Such a failure or refusal to subscribe or pay for required ~~uniform handling service~~Uniform
17 Handling Service shall subject such ~~person~~Person to the penalties provided in
18 ~~§46.1101~~section 46.1501.

19 **46.0509 Illegal Dumping Retrieval Service Fee.**

20 Within uniform handling areas, at the direction of the County, ~~grantee~~Grantee
21 agrees to bill ~~subscriber~~Subscribers for and ~~collect~~Collect an illegal dumping retrieval
22 service fee as established from time to time by the Board as part of the County Code.
23 Such fee may be changed by the Board, by providing 60 days written notice of a change
24 to ~~grantee~~Grantee. The ~~grantee~~Grantee, as directed in writing by the County, shall either
25 remit the fee collected to the County or provide mutually agreed upon specified illegal
26 dumping retrieval and ~~disposal~~Disposal services.

27
28 **CHAPTER 6: COMMERCIAL SOLID WASTE AND ORGANIC WASTE**

1 **RECYCLING PROGRAM**

2 **Section**

3 **46.0601 Purpose.**

4 **46.0602 Definitions.**

5 **~~46.0602~~46.0603 Commercial Solid Waste Recycling.**

6 **~~46.0603~~46.0604 Commercial Organics Recycling/Diversion.**

7 **~~46.0604~~46.0605 Donate or Sell of Recyclables.**

8
9 **46.0601 Purpose.**

10 This Chapter shall apply to Businesses subject to the AB 341 and AB 1826 laws.

11 **46.0602 Definitions.**

12 For purposes of this Chapter the following terms shall have the meanings set forth
13 in this Section:

14 (a) BUSINESS. A commercial or public entity, including, but not limited to, a
15 firm, partnership, proprietorship, joint stock company, corporation, or association that is
16 organized as a for-profit or nonprofit entity, or a multifamily ~~residential~~Residential dwelling
17 with five or more units, located within the ~~unincorporated County~~Unincorporated County.

18 **~~46.0602~~46.0603 Commercial Solid Waste Recycling.**

19 (a) The County's commercial ~~solid waste~~Solid Waste ~~recycling~~Recycling
20 program consists of the requirements contained in Division 6 and education, outreach
21 and monitoring of ~~b~~BBusinesses, including notification to ~~b~~BBusinesses if they are not in
22 compliance.

23 (b) A ~~b~~BBusiness that generates four or more ~~than four~~ cubic yards of
24 commercial ~~solid waste~~Solid Waste per week or is a multifamily ~~residential~~
25 Residential dwelling of five units or more shall arrange for ~~recycling~~Recycling services,
26 consistent with State and local laws by taking at least one of the following actions:

27 (1) Source separate ~~recyclables~~Recyclables from the ~~solid waste~~Solid
28 Waste being discarded and subscribe to the ~~grantee~~Grantee for the location of the

1 ~~b~~Business, for the pickup and ~~diversion~~Diversion of the ~~recyclables~~Recyclables
2 separately from the discarded ~~solid waste~~Solid Waste.

3 (2) Source separate ~~recyclables~~Recyclables from the ~~solid waste~~Solid
4 Waste being discarded and ~~self-haul~~Self-Haul the ~~recyclables~~Recyclables to a permitted
5 ~~materials recovery facility~~Materials Recovery Facility, ~~recycling~~Recycling facility, or other
6 ~~mixed waste~~Mixed Waste ~~processing~~Processing facility for ~~diversion~~Diversion from
7 ~~disposal~~Disposal in a landfill.

8 (3) Subscribe, with the ~~grantee~~Grantee for the location of the ~~b~~Business,
9 to a ~~recycling~~Recycling service that includes ~~mixed waste~~Mixed Waste
10 ~~processing~~Processing that specifically includes the ~~diversion~~Diversion of the
11 ~~recyclables~~Recyclables from ~~disposal~~Disposal in a landfill.

12 (4) Sell or donate ~~recyclables~~Recyclables to the ~~grantee~~Grantee or a
13 third party in compliance with the ~~franchise agreement~~Franchise Agreement.

14 (c) Commercial ~~recycling~~Recycling ~~collection~~Collection containers:

15 (1) Each ~~Business~~ subject to this Section that provides customers
16 access to the Business shall provide customers with a commercial ~~solid waste~~Solid
17 ~~Waste~~ ~~recycling~~Recycling bin or container to ~~collect~~Collect material purchased on the
18 premises and that meets the following requirements:

19 (A) Is adjacent to each ~~bin~~Bin or container for trash other than
20 recyclable commercial ~~solid waste~~Solid Waste, except in restrooms.

21 (B) Is visible and easily accessible.

22 (C) Is clearly marked with education signage indicating what is
23 appropriate to place in the commercial ~~solid waste~~Solid Waste ~~recycling~~Recycling bin
24 or container.

25 (2) Full-service restaurants are exempt from the requirement to provide
26 customers with a commercial ~~solid waste~~Solid Waste ~~recycling~~Recycling bin
27 or container if the full-service restaurant provides its employees with a commercial ~~solid~~
28 ~~waste~~Solid Waste ~~recycling~~Recycling bin or container to ~~collect~~Collect material

1 purchased on the premises and implements a program to collectCollect recyclable
2 commercial solid wasteSolid Waste.

3 (d) Each Business subject to this Section that does not subscribe with the
4 granteeGrantee for the location of the bBusiness shall be responsible for ensuring and
5 demonstrating its compliance with the requirements of this Section to the Division with
6 satisfactory proof of acceptable levels of waste diversionDiversion as determined by the
7 Director or designee and requested by the Division.

8 ~~(d)~~(e) To comply with this Chapter, property owners of multifamily residential
9 Residential dwellings of five units or more may require tenants to source separate their
10 recyclablesRecyclables. Tenants must source separate their recyclablesRecyclables as
11 required by property owners of multifamily residential Residential dwellings of five units or
12 more.

13 ~~(e)~~(f) Within 30 days, all bBusinesses are required to complete and return to
14 granteeGrantee or Division all commercial solid wasteSolid Waste recyclingRecycling
15 surveys sent to bBusiness. If granteeGrantee or Division request additional information
16 from bBusiness, bBusiness shall respond within 15 days.

17 (g) The County may grant, on a case by case basis and subject to the discretion
18 of the Director or the Director's designee, an exemption (which exemption may be
19 revoked by the Director or the Director's designee upon 30 days written notice to
20 Business) to a Business from compliance with this section for any of the following
21 reasons:

22 (1) Lack of sufficient space in the Business to provide additional
23 recyclingRecycling binBins.

24 (2) The current implementation by a Business of actions that result in
25 the recyclingRecycling of a significant portion of its commercial waste.

26 (3) The Business does not generate at least one-half of a cubic yard of
27 recyclablesRecyclables per week.

28 (4) Lack of viable markets or recyclingRecycling facilities available for

1 ~~recyclables~~ Recyclables generated by the Business.

2 (5) Any other reason that is authorized by the State of California.

3 **46.06030604 Commercial Organics Recycling/Diversion.**

4 (a) The County's commercial ~~organic waste~~ Organic Waste ~~recycling~~ Recycling
5 program consists of the requirements contained in Division 6 and education, outreach
6 and monitoring of ~~b~~ B ~~businesses~~, including the notification to ~~b~~ B ~~businesses~~ if they are not in
7 compliance.

8 (b) A ~~business generating four cubic yard or more of commercial solid waste~~
9 ~~per week (or a business~~ Business ~~generating two cubic yards or more of commercial~~ solid
10 ~~waste~~ Solid Waste ~~per week if California implements this requirement pursuant to Public~~
11 ~~Resources Code §42649.81(a)(4) as currently drafted or as may be amended in the~~
12 ~~future),~~ shall arrange for ~~recycling~~ Recycling services specifically for ~~organic~~
13 ~~waste~~ Organic Waste, consistent with State and local laws, by taking one, or any
14 combination, of the following actions:

15 (1) Source separate ~~organic waste~~ Organic Waste from other ~~solid~~
16 ~~waste~~ Solid Waste and subscribe to the ~~grantee~~ Grantee for the location of the ~~b~~ B ~~business~~,
17 for the ~~collection~~ Collection and ~~recycling~~ Recycling of the ~~organic waste~~ Organic Waste.

18 ~~(a)(A)~~ (A) If the ~~grantee~~ Grantee for the location of the ~~b~~ B ~~business~~ does
19 not offer a program for the ~~collection~~ Collection and ~~recycling~~ Recycling of the ~~organic~~
20 ~~waste~~ Organic Waste, a ~~b~~ B ~~business~~ may contract with another entity for the service. That
21 a hauler that is not a ~~grantee~~ Grantee may provide the ~~collection~~ Collection and
22 ~~recycling~~ Recycling of ~~organic waste~~ Organic Waste at a lower cost to ~~b~~ B ~~business~~ does not
23 authorize a ~~b~~ B ~~business~~ to use the hauler that is not a ~~grantee~~ Grantee, if the
24 ~~grantee~~ Grantee provides a ~~collection~~ Collection and ~~recycling~~ Recycling of ~~organic~~
25 ~~waste~~ Organic Waste program to ~~b~~ B ~~business~~.

26 (2) Recycle its ~~organic waste~~ Organic Waste onsite or ~~self-haul~~ Self-Haul
27 its own ~~organic waste~~ Organic Waste for ~~recycling~~ Recycling.

28 (3) Subscribe, with the ~~grantee~~ Grantee for the location of the Business,

1 to an ~~organic waste~~Organic Waste recyclingRecycling service that may include ~~mixed~~
2 ~~waste~~Mixed Waste processingProcessing that specifically ~~recycle~~Recycles ~~organic~~
3 ~~waste~~Organic Waste.

4 (4) Sell or donate recyclable ~~organic waste~~Organic Waste to the
5 ~~grantee~~Grantee or a third party in compliance with the ~~franchise agreement~~Franchise
6 Agreement.

7 (c) Commercial ~~organic waste~~Organic Waste ~~collection~~Collection containers:

8 (1) Each ~~business~~Business subject to this Section that provides
9 ~~customers access to the Business~~ shall provide customers with an ~~organic waste~~Organic
10 Waste recyclingRecycling binBin or container to ~~collect~~Collect material purchased on the
11 premises for immediate consumption and that meets the following requirements:

12 (A) Is adjacent to each ~~bin~~Bin or container for trash other than
13 recyclable ~~organic waste~~Organic Waste, except in restrooms.

14 (B) Is visible and easily accessible.

15 (C) Is clearly marked with education signage indicating what is
16 appropriate to place in the ~~organic waste~~Organic Waste ~~recycling~~Recycling ~~bin~~Bin or
17 container.

18 (2) Full-service restaurants are exempt from the requirement to provide
19 customers with an ~~organic waste~~Organic Waste ~~recycling~~Recycling ~~bin~~Bin or container if
20 the full-service restaurant provides its employees with an ~~organic waste~~Organic Waste
21 ~~recycling~~Recycling ~~bin~~Bin or container to ~~collect~~Collect material purchased on the
22 premises for immediate consumption and implements a program to ~~collect~~Collect
23 recyclable ~~organic waste~~Organic Waste.

24 (d) When arranging for gardening or landscaping services, the contract or work
25 agreement between a Business subject to this Section and a gardening or landscaping
26 service shall require that the ~~organic waste~~Organic Waste generated by those services
27 be managed in compliance with this Section.

28 (e) A Business that is a multifamily ~~residential~~Residentialdwelling is not

1 required to arrange for the ~~organic waste~~Organic Waste ~~recycling~~Recycling services
2 specified in this Section for food waste that is generated by the Business.

3 (f) Each Business subject to this Section that does not subscribe with the
4 granteeGrantee for the location of the bBusiness shall be responsible for ensuring and
5 demonstrating its compliance with the requirements of this Section to the Division with
6 satisfactory proof of acceptable levels of ~~organic waste~~Organic Waste ~~recycling~~Recycling
7 as determined by the Director and requested by the Division, or its designee.

8 (d)(g) To comply with this Chapter, property owners of multifamily ~~residential~~
9 Residential dwellings of five units or more may require tenants to source separate their
10 ~~organic waste~~Organic Waste. Tenants must source separate their ~~organic waste~~Organic
11 Waste as required by property owners of multifamily ~~residential~~Residential dwellings of
12 five units or more.

13 (e)(h) The County may grant, on a case by case basis and subject to the discretion
14 of the Director or the Director's designee, an exemption (which exemption may be
15 revoked by the Director or the Director's designee upon 30 days written notice to
16 bBusiness) to a bBusiness from compliance with this ~~§46~~section 46.0603 for any of the
17 following reasons:

18 (1) Lack of sufficient space in the bBusiness to provide additional
19 ~~organic waste~~Organic Waste ~~recycling~~Recycling ~~bin~~Bins.

20 (2) The current implementation by a bBusiness of actions that result in
21 the ~~recycling~~Recycling of a significant portion of its ~~organic waste~~Organic Waste.

22 (3) The bBusiness does not generate at least one-half of a cubic yard of
23 ~~organic waste~~Organic Waste per week.

24 (4) Limited-term exemptions for extraordinary or unforeseen events.

25 (5) Any other reason that is authorized by the State of California.

26 (f)(i) Within 30 days, all bBusinesses are required to complete and return to
27 granteeGrantee or Division all commercial ~~organic waste~~Organic Waste
28 ~~recycling~~Recycling surveys sent to bBusiness. If granteeGrantee or Division request

1 additional information from ~~b~~Business, ~~b~~Business shall respond within 15 days.

2 **46.06040605 Donate or Sell of Recyclables.**

3 Nothing in this Chapter is intended to limit the right of any ~~b~~Business to donate or
4 sell its ~~recyclables~~Recyclables or ~~organic waste~~Organic Waste as provided by
5 ~~§§41952~~section 41952, 42649.84 and 42649.5 of the Public Resources Code.

6
7 **CHAPTER 7: RESERVED**

8
9 **CHAPTER 8: GRANTEE REPORTING REQUIREMENTS, FINANCIAL**
10 **INFORMATION AND AUDIT RIGHTS**

11 **Section**

12 **46.0801 General.**

13 **46.0802 Types of Reports.**

14 **46.0803 County Right of Audit.**

15
16 **46.0801 General.**

17 (a) Each ~~grantee~~Grantee shall keep, maintain, and furnish copies of such
18 operating records and reports as may be requested by the Division to ascertain
19 compliance with Division 6 and as set forth in the ~~franchise agreement~~Franchise
20 Agreement. The Division reserves the right to request that additional information be
21 provided to it, as necessary to meet its needs, including but not limited to AB 939, AB
22 341, ~~and~~ AB 1826 and SB 1383, as may be amended, and other applicable reporting
23 requirements.

24 (b) All information required to be kept, maintained or furnished to County shall
25 be maintained a minimum of seven years after the entry of the most recent item therein.

26 (c) The ~~grantee~~Grantee's financial and accounting records required to be
27 maintained under the provisions of this Division 6 shall be maintained on an accrual basis
28 in accordance with the most current edition of Generally Accepted Accounting Principles

1 published by the American Institute of Certified Public Accountants. Unless inconsistent
2 with Generally Accepted Accounting Principles, ~~gross receipts~~Gross Receipts must be
3 recorded as revenues.

4 (d) Data and information pertaining to services performed under any ~~franchise~~
5 ~~agreement~~Franchise Agreement become the property of the County upon submittal to the
6 Division.

7 **46.0802 Types of Reports.**

8 Each ~~franchise agreement~~Franchise Agreement shall require the ~~grantee~~Grantee
9 to provide specific information to the County related to the operation of the franchise,
10 including but not limited to the following types of reports:

11 (a) Each month the ~~grantee~~Grantee shall complete report forms provided by
12 the Division containing sufficient information to identify the source of generation, e.g.,
13 residential, commercial, and multi-jurisdictional reports that contain accurate source
14 information collected from the driver of the refuse truck at each landfill and split source
15 and tonnage information, for ~~solid waste~~Solid Waste loads from more than one
16 community.

17 (b) Each quarter, except as otherwise directed in writing by the Director, each
18 ~~grantee~~Grantee shall submit quarterly reports identified as the ~~collection~~Collection
19 information reports, service performance report, the program implementation, and a
20 report summarizing calculation of the ~~franchise fee~~Franchise Fee. To the extent
21 permitted by ~~applicable law~~Applicable Law, financial information submitted to County by
22 the ~~grantee~~Grantee pursuant to this Subdivision will be kept confidential and will be
23 available to County ~~person~~personnel only on a need-to-know basis.

24 (c) Each year, the ~~grantee~~Grantee shall submit reports to the Division, covering
25 operations for each calendar year, including a summary of information contained in the
26 quarterly reports required to be provided quarterly pursuant to Subdivision (b) above
27 (“summary reports”), a complete inventory of ~~collection~~Collection equipment and other
28 major equipment which is or may be used in its operations (“equipment inventory report”),

1 a report that identifies all future programs and facilities that may be needed but have not
2 been planned for (“future programs report”), declarations of the current status of all
3 pending criminal or civil litigation, if any, against the granteeGrantee and its parent
4 company, and all other subsidiaries of such parent company that may have an effect on
5 the granteeGrantee’s ability to meet the obligations of its agreement or provide a
6 satisfactory level of service (“litigation information report”).

7 (d) Within 120 days following the close of granteeGrantee’s fiscal year,
8 granteeGrantee shall furnish a summary of the reports required to be provided quarterly
9 pursuant to ~~§~~subdivision (b), above. The summary must be reviewed by the
10 granteeGrantee’s independent certified public accountant, in accordance with the standards
11 of the accounting industry, and include the appropriate statement from said accountant
12 relative to his or her review.

13 (e) Within 120 days following the close of granteeGrantee’s fiscal year,
14 granteeGrantee shall organize, summarize and make available for review full and
15 complete financial information, consistent with the preparation of the granteeGrantee’s
16 financial statements, with respect to the operations necessary to provide the services
17 required under its ~~franchise agreement~~Franchise Agreement, including revenues, costs
18 and expenses. Such information is not required to be certified by an independent certified
19 public accountant. The granteeGrantee shall make the financial information available for
20 the review by the Division, or its designee, at the local office of granteeGrantee.

21 (f) Periodic revenue, cost and expense information reports are required from
22 granteeGrantees as soon as possible in advance of the negotiations on a proposed
23 ~~franchise agreement~~Franchise Agreement, and again at least three months prior to the
24 date that a decision would be made under §section 46.0301(d)(2) of this code regarding
25 the denial of an extension of the term of a ~~franchise agreement~~Franchise Agreement.
26 Such reports shall organize, summarize and make available for review full and complete
27 financial information, consistent with the preparation of the granteeGrantee’s financial
28 statements, with respect to the operations necessary to provide the services required

1 under its ~~franchise agreement~~Franchise Agreement, including revenues, costs and
2 expenses. Such information is required to be certified by an independent certified public
3 accountant. The ~~grantee~~Grantee shall make the financial information available for the
4 review by the Division, or its designee, at the local office of ~~grantee~~Grantee.
5 Notwithstanding the forgoing, if ~~grantee~~Grantee and any company which is within a
6 “controlled group of corporations” with ~~grantee~~Grantee (within the meaning of 26 U.S.C.
7 ~~§~~section 1563) have, in the aggregate, 15 or fewer full time employees, and
8 ~~grantee~~Grantee petitions the Director that the cost of required certification would pose an
9 undue hardship, the Director may waive the certification requirement and may, at Division
10 expense, engage a certified public account of his or her choice to conduct the necessary
11 certification.

12 (g) ~~Grantee~~Grantee shall be required to provide audited financial statements
13 upon 120 days advance written notice by the Division, for its most recently completed
14 fiscal year, together with the related opinion of the independent certified public accountant
15 who certified such audited financial statement. The ~~grantee~~Grantee shall make the
16 audited financial statement and related opinion available for the review by the Division,
17 or its designee, at the local office of ~~grantee~~Grantee. If ~~grantee~~Grantee is a subsidiary of
18 another corporation, ~~grantee~~Grantee shall provide the audited financial statement of such
19 parent corporation and need only provide a copy of the financial statement of
20 ~~grantee~~Grantee utilized in the preparation of the audited financial statement of the parent
21 corporation. Notwithstanding, the forgoing, if ~~grantee~~Grantee and any company which is
22 within a “controlled group of corporations” with ~~grantee~~Grantee (within the meaning of 26
23 U.S.C. ~~§~~section 1563) have, in the aggregate, 15 or fewer full time employees, and
24 ~~grantee~~Grantee petitions the Director that the cost of an audited financial statement would
25 pose an undue hardship, then Director may waive the requirement to provide an audited
26 financial statement and may, at Division expense, engage an auditor of his or her choice
27 to conduct a financial audit.

28 **46.0803 County Right of Audit.**

1 ~~Grantee~~ Grantee shall make its ~~subscriber~~ Subscriber base and business,
2 operational and financial records available to the Division, or its designee, for audit at
3 reasonable times for purposes relevant to review of performance and rate adjustment
4 issues relevant to the ~~grantee~~ Grantee's ~~franchise agreement~~ Franchise Agreement. In the
5 event an audit is undertaken and shows that the ~~franchise fee~~ Franchise Fee paid by
6 ~~grantee~~ Grantee to the County (relative to any period of time in excess of three months)
7 has been understated by at least \$50,000 or two percent, whichever is less, then
8 ~~grantee~~ Grantee shall reimburse County for the cost of such audit and shall, in addition,
9 pay the County the amount of the understated ~~franchise fee~~ Franchise Fee, plus simple
10 interest on such understated amount at the rate of 10 percent per annum from the date
11 originally due until paid.

12
13 **CHAPTER 9: GRANTEE INDEMNIFICATION, INSURANCE AND BONDING**

14 **Section**

- 15 **46.0901 Indemnification of County.**
16 **46.0902 ~~Hazardous Waste~~ Hazardous Waste Indemnification.**
17 **46.0903 Insurance Requirements.**
18 **46.0904 Performance Bonds or Other Security.**
19 **46.0905 Liquidated Damages Deposit.**
20 **46.0906 Modification.**

21
22 **46.0901 Indemnification of County.**

23 Separate and distinct from the insurance provisions required by this Division 6,
24 each ~~franchise agreement~~ Franchise Agreement shall require each ~~grantee~~ Grantee to
25 appear and defend (with counsel approved by County) all actions against the Division
26 and the County, and the ~~grantee~~ Grantee agrees to defend (with counsel approved by
27 County), indemnify, and hold the County and/or its officers, agents, volunteers and
28 employees harmless from and against, any and all claims and demands, causes of action

1 of every kind and description, damages, liabilities, costs or expenses for any damages or
2 injuries to any ~~person~~Person or property, including, but not limited to, injury to
3 ~~grantee~~Grantee's officers, agents, or employees which arise directly or indirectly from or
4 are connected with or are caused or claimed to be caused by acts, errors or omissions of
5 ~~grantee~~Grantee, or its officers, agents, or employees, in exercising its rights or in
6 performing its duties under its ~~franchise agreement~~Franchise Agreement or under this
7 Division 6, and all costs and expenses of investigating and defending against same,
8 except to the extent such indemnification is prohibited by law.

9 **46.0902 ~~Hazardous Waste~~Hazardous Waste Indemnification.**

10 Without limiting the generality of the foregoing, if ~~grantee~~Grantee has negligently
11 or willfully acted or failed to act with respect to the ~~collection~~Collection, handling or
12 transportation of ~~hazardous waste~~Hazardous Waste, ~~grantee~~Grantee shall indemnify,
13 defend (with counsel approved by County), protect and hold harmless the County and its
14 respective officers, employees, agents, volunteers, assigns, and any successor or
15 successors harmless from and against all claims, actual damages (including, but not
16 limited to, special and consequential damages), natural resources damage, punitive
17 damages, injuries, costs, response remediation and removal costs, losses, demands,
18 debts, liens, liabilities, causes of action, suits, legal or administrative proceedings,
19 interest, fines, charges, penalties, and expenses (including, but not limited to, attorneys
20 and expert witness fees and costs incurred in connection with defending against any of
21 the foregoing or in enforcing this indemnity) of any kind whatsoever paid, incurred or
22 suffered by, or asserted against, County or its respective officers, employees, agents, or
23 ~~grantee~~Grantees arising from or attributable to any repair, cleanup or detoxification, or
24 preparation and implementation of any removal, remedial response, closure or other plan
25 (regardless of whether undertaken due to governmental action) concerning any
26 ~~hazardous waste~~Hazardous Waste which ~~grantee~~Grantee has negligently or willfully
27 acted or failed to act with respect to its ~~collection~~Collection, handling or transportation at
28 any place where ~~grantee~~Grantee stores, handles, transports or disposes of ~~solid~~

1 ~~waste~~Solid Waste pursuant to its ~~franchise agreement~~Franchise Agreement. The
2 foregoing indemnity is intended to operate and shall operate as an agreement pursuant
3 to ~~Section~~ 107(e) of the Comprehensive Environmental Response, Compensation and
4 Liability Act, "CERCLA" 42 U.S.C. ~~Section~~ 9607(e) and Health and Safety Code section
5 25364, to insure, protect, indemnify, and hold the County harmless from liability.

6 **46.0903 Insurance Requirements.**

7 (a) In order to accomplish the indemnifications provided above, but without
8 limiting the duty, each ~~grantee~~Grantee shall secure and maintain at its sole cost
9 throughout the term of its respective ~~franchise agreement~~Franchise Agreement,
10 insurance issued by companies acceptable to the County's Risk Manager with limits as
11 may be reasonably prescribed by the County's Risk Manager as a reflection of the
12 County's risk in respect to operations under a particular ~~franchise agreement~~Franchise
13 Agreement, and with such terms and provisions as may be required from time to time by
14 the County's Risk Manager. At a minimum such insurance policies include, but are not
15 limited to:

- 16 (1) Workers compensation.
- 17 (2) Comprehensive general and automobile liability insurance.
- 18 (3) Environmental liability.

19 (b) Prior to commencing operations under a ~~franchise agreement~~Franchise
20 Agreement, ~~grantee~~Grantee shall furnish to the Division certificates of insurance
21 evidencing the required insurance coverage. Each such certificate shall provide that the
22 insurance coverage evidenced thereby shall not be expired, canceled, terminated or
23 reduced in amount without at least 30 days advance written notice to the Division. Within
24 60 days after the effective date of a ~~franchise agreement~~Franchise Agreement, the
25 ~~grantee~~Grantee shall furnish to the Division certified copies of all of the policies and
26 endorsements required by this Section. Proofs of renewal or of substitution of carriers
27 shall be provided to the Division promptly as such events occur.

28 (c) All insurance requirements are subject to annual review by the County, with

1 the results of such review to be provided to a ~~grantee~~Grantee on or before the anniversary
2 of the effective date of its ~~franchise agreement~~Franchise Agreement. If the County's Risk
3 Manager determines at any annual review that heretofore unreasonably priced or
4 unavailable types of insurance coverage or coverage limits become reasonably priced or
5 available, the County's Risk Manager is authorized, but not required, to change the above
6 insurance requirements to require additional types of insurance coverage or higher
7 coverage limits, provided that any such change is reasonable in light of past claims
8 against the County, inflation, or any other item reasonably related to the County's risk.
9 Any such change shall be treated as a ~~change in law adjustment~~Change In Law
10 Adjustment, under the provisions of Division 6.

11 (d) ~~Grantee~~Grantee shall not be required to maintain separate policies of
12 insurance for any type of insurance required under both this ~~S~~section and Chapter 8 of
13 Division 3 of Title 3 of this Code. However, ~~grantee~~Grantee must maintain the level of
14 insurance which is the higher of that required in this ~~S~~section and Chapter 8 of Division 3
15 of Title 3 of this Code, and must obtain and maintain insurance coverage which satisfies
16 all of the provisions of this ~~S~~section and Chapter 8 of Division 3 of Title 3 of this Code,
17 including without limit, providing certificates of insurance to all specified departments of
18 the County and requiring notification of the cancellation or termination of any insurance
19 policy be given by the insurance company to all specified departments of the County.

20 **46.0904 Performance Bonds or Other Security.**

21 ~~Grantee~~Grantee shall furnish to the County, without additional charge, a corporate
22 surety bond, a letter of credit or other ~~security~~Security device acceptable to the Division,
23 as ~~security~~Security for performance under its ~~franchise agreement~~Franchise Agreement
24 (collectively "~~security~~Security"). The amount of the ~~security~~Security shall be the average
25 of one month's expected ~~gross receipts~~Gross Receipts less ~~disposal~~Disposal charge.
26 Adequate proof of the existence of the ~~security~~Security shall be provided (e.g., a
27 certificate from the surety showing that the bond premiums have been paid in full shall
28 accompany the bond and each renewal thereof). The surety on the bond, the bank on

1 which the letter of credit is drawn and the surety for any other ~~security~~Security device
2 shall be a company or financial institution acceptable to the County and shall be
3 authorized to do business in the State of California. A surety company shall be as defined
4 in Code of Civil Procedure ~~§section~~ 995.120 or any successor section. The surety must
5 be acceptable to the County and may be subject to objection to sufficiency pursuant to
6 Code of Civil Procedure ~~§§sections~~ 995.660 et seq., or any successor sections.

7 **46.0905 Liquidated Damages Deposit.**

8 Each ~~grantee~~Grantee shall be required to maintain a bank account from which the
9 Division will have the ability to remove, on the sole signature of the Director, sums of
10 money equal to any liquidated damages assessed against ~~grantee~~Grantee under the
11 provisions of ~~§section~~ 46.1002 of this code.

12 **46.0906 Modification.**

13 The requirements of this Chapter may be modified or waived in writing by the Board
14 upon the request of ~~grantee~~Grantee, provided the Board reasonably determines such
15 modification or waiver is in the best interest of County and of the public welfare,
16 considering all relevant factors, including acceptable financial guarantees provided by
17 ~~grantee~~Grantee or by a parent company of ~~grantee~~Grantee.

18
19 **CHAPTER 10: FRANCHISE ADMINISTRATION, ENFORCEMENT AND REMEDIES**

20 **Sections**

21 **46.1001 Administration, Enforcement and Remedies.**

22 **46.1002 Liquidated Damages.**

23 **46.1003 Resolution of Subscriber Complaints.**

24 **46.1004 Notices.**

25
26 **46.1001 Administration, Enforcement and Remedies.**

27 (a) If the Director determines at any time that the ~~grantee~~Grantee's
28 performance of the ~~solid waste handling services~~Solid Waste Facility Fee authorized or

1 required in its ~~franchise agreement~~Franchise Agreement, or any of its other actions, are
2 not in conformity with the provisions of the ~~franchise agreement~~Franchise Agreement, the
3 provisions of this Code, the requirements of the Cal~~Recycle~~ifornia Department of
4 ~~Resources Recycling and Recovery~~, or its successor agency, including but not limited to,
5 requirements for source reduction and ~~recycling~~Recycling (as to the waste stream subject
6 to the ~~franchise agreement~~Franchise Agreement) or any other applicable Federal, State,
7 or local law or regulation, including but not limited to, the laws governing
8 ~~collection~~Collection, ~~transfer~~Transfer, storage and/or ~~disposal~~Disposal of ~~solid~~
9 ~~waste~~Solid Waste, the Director will notify ~~grantee~~Grantee in writing of such deficiencies
10 (“notice of deficiency”) as shall be defined in the ~~franchise agreement~~Franchise
11 Agreement with the ~~grantee~~Grantee.

12 (b) The notice of deficiency may provide a reasonable time within which
13 correction of all noted deficiencies is to be made. Some deficiencies are by their nature
14 not curable, and no time period to correct or remedy such deficiency shall be given in the
15 notice of deficiency.

16 (c) The Director shall review the ~~grantee~~Grantee’s response to the notice of
17 deficiency. If the Director determines that the ~~grantee~~Grantee has not cured the
18 deficiency, or if there is no cure period provided in the notice of deficiency given the nature
19 of the deficiency, the Director shall either:

20 (1) Refer the matter directly to the Board for decision pursuant to
21 Subdivision (d); or

22 (2) Decide the matter and notify the ~~grantee~~Grantee of that decision, in
23 writing.

24 (A) The decision of the Director may be to terminate the ~~franchise~~
25 ~~agreement~~Franchise Agreement or may be to impose some lesser sanction;

26 (B) The decision of the Director shall be final and binding on
27 ~~grantee~~Grantee unless the ~~grantee~~Grantee files a “notice of appeal” with the Director
28 within 30 days of receipt of the Director’s decision. The notice of appeal shall be in writing,

1 shall contain a detailed and precise statement of the basis for the appeal, and shall be
2 accompanied by the fee, if any, which is applicable to the filing of such an appeal.

3 (C) Within ten working days of receipt of a notice of appeal, the
4 Director shall either refer the appeal to the Board for proceedings in accordance with
5 ~~S~~subdivision (d), or refer the matter to a hearing officer for proceedings pursuant to
6 Chapter 27 of Division 2 of Title 1 of this Code.

7 (d) (1) Should the Director refer the notice of deficiency to the Board in the
8 first instance, or if the matter reaches the Board pursuant to a notice of appeal, the Board
9 shall either:

10 (A) Refer the matter to a hearing officer for proceedings pursuant
11 to Chapter 27 of Division 2 of Title 1 of this Code; or

12 (B) Set the matter for hearing.

13 (2) If the Board sets the matter for hearing:

14 (A) The Board shall give ~~grantee~~Grantee, and any interested
15 ~~person~~Person requesting the same, 14 days written notice of the time and place of the
16 public hearing. At the hearing, the Board shall consider the report of the Director
17 indicating the deficiencies, and shall give the ~~grantee~~Grantee, or its representatives and
18 any other interested ~~person~~Person, a reasonable opportunity to be heard.

19 (B) Based on the evidence presented at the public hearing, the
20 Board shall decide the appropriate action to be taken. If, based upon the record, the Board
21 determines that as noted in the notice of deficiency, the ~~Grantee~~Grantee's performance
22 of the ~~solid waste handling services~~Solid Waste Facility Fee authorized or required in its
23 ~~franchise agreement~~Franchise Agreement, or any of its other actions, are not in
24 conformity with the provisions of the ~~franchise agreement~~Franchise Agreement, the
25 provisions of this Code, the requirements of the Cal~~Recycle~~ifornia Department of
26 ~~Resources Recycling and Recovery~~, or its successor agency, including but not limited to,
27 requirements for source reduction and ~~recycling~~Recycling (as to the waste stream subject
28 to the ~~franchise agreement~~Franchise Agreement) or any other applicable Federal, State,

1 or local law or regulation, including but not limited to the laws governing
2 ~~collection~~Collection, ~~transfer~~Transfer, storage and/or ~~disposal~~Disposal of ~~solid~~
3 ~~waste~~Solid Waste, then the Board, in the exercise of its sole discretion, may terminate
4 the ~~franchise agreement~~Franchise Agreement immediately or impose such lesser
5 sanction as it deems appropriate. The decision of the Board shall be final and conclusive.

6 (e) ~~Grantee~~Grantee's performance under its ~~franchise agreement~~Franchise
7 Agreement is not excused during the period of time prior to the Director's or the Board's
8 final determination, as the case may be, regarding the validity of, and appropriate
9 response to, the deficiencies noted in the notice of deficiency.

10 (f) In the event ~~grantee~~Grantee: (i) has received a notice of deficiency and fails
11 to perform ~~solid waste handling services~~Solid Waste Facility Fee; or (ii) has had its
12 ~~franchise agreement~~Franchise Agreement terminated; the County, acting through the
13 Division, reserves the right, in addition to all other rights available to the County, to take
14 any one or combination of the following actions:

15 (1) To rent or lease from ~~grantee~~Grantee, at its respective fair and
16 reasonable rental value, all or any part of the ~~grantee~~Grantee's equipment (including
17 ~~collection~~Collection containers utilized by ~~subscriber~~Subscribers and office equipment
18 and billing programs), equipment yard and office utilized by ~~grantee~~Grantee in providing
19 the ~~solid waste handling services~~Solid Waste Facility Fee required under its ~~franchise~~
20 ~~agreement~~Franchise Agreement. The County may rent or lease such equipment and real
21 property for a period not to exceed 6 months, for the purpose of performing the ~~solid~~
22 ~~waste handling services~~Solid Waste Facility Fee, or any part thereof, which
23 ~~grantee~~Grantee is (or was) obligated to provide pursuant to its ~~franchise~~
24 ~~agreement~~Franchise Agreement. The County may use said rented equipment and real
25 property to directly perform such ~~solid waste handling~~Solid Waste Handling service or to
26 assign it to some other ~~grantee~~Grantee or ~~person~~Person to act on the County's behalf.
27 ~~Grantee~~Grantee shall be held responsible for the costs to insure the County or its
28 assignee from all liability resulting from the operation of ~~grantee~~Grantee's equipment. In

1 the case of equipment or real property not owned by granteeGrantee, granteeGrantee
2 shall assign to the County, to the extent granteeGrantee is permitted to do so under the
3 instruments pursuant to which granteeGrantee possesses such equipment or real
4 property, the right to possess the equipment or real property.

5 (2) As used in this Subdivision, means the rate for such equipment as
6 listed in the State Department of Transportation publication, Labor Surcharge and
7 Equipment Rental Rates, in effect at the time the County leases the equipment. If a
8 particular piece of equipment is not listed in said publication or if said publication is not
9 current, the reasonable rental value may be established by the Director by any equitable
10 alternative method. For real property, the REASONABLE RENTAL VALUE means its
11 market rental rate as established by the Director using an equitable method.

12 (3) If the County exercises its rights under this Subdivision, the County
13 shall pay or owe granteeGrantee the reasonable rental value of the equipment and real
14 property so used for the period of the County's possession thereof. The County may offset
15 any amounts due to granteeGrantee pursuant to this provision against any amounts due
16 to County from granteeGrantee.

17 (4) All revenues owed by subscriberSubscribers which are attributable
18 to services performed by or at the direction of the County during County's assumption of
19 granteeGrantee's solid-waste-handlingSolid Waste Handling duties shall be billed by and
20 paid to the County. To the extent granteeGrantee receives such revenue after County's
21 assumption of granteeGrantee's solid-waste-handlingSolid Waste Handling duties,
22 granteeGrantee shall pay such revenue to County promptly after receipt thereof (or
23 promptly after County has performed the services related to such revenue, if the revenue
24 was received by the granteeGrantee prior to the County's assumption of duties) and
25 granteeGrantee shall be deemed to have assigned to County all of granteeGrantee's right
26 and interest to any such revenues.

27 (g) The County rights set forth in this Section are in addition to, and not in
28 limitation of, any other powers or rights available to the County upon failure of

1 ~~grantee~~Grantee to perform its obligations under Division 6 or its ~~franchise~~
2 ~~agreement~~Franchise Agreement. Further, by entering into its ~~franchise~~
3 ~~agreement~~Franchise Agreement issued pursuant to Division 6 each ~~grantee~~Grantee
4 acknowledges that its violation of the terms of Division 6 or its breach of the terms of its
5 ~~franchise agreement~~Franchise Agreement shall cause the County to suffer irreparable
6 injury and damages sufficient to support injunctive relief to enforce the provisions of the
7 ~~franchise agreement~~Franchise Agreement, and to enjoin the breach thereof.

8 (h) This Section shall not apply to violations or deficiencies which fall within the
9 sole jurisdiction of the County's Department of Public Health, Division of Environmental
10 Health Services under ~~grantee~~Grantee's required ~~health and safety permit~~Health and
11 Safety Permit and which are not, and do not become, violations or deficiencies under
12 Division 6.

13 **46.1002 Liquidated Damages.**

14 (a) Each ~~franchise agreement~~Franchise Agreement shall provide for a process
15 to establish that ~~grantee~~Grantee has met its service obligations under the ~~franchise~~
16 ~~agreement~~Franchise Agreement and shall provide a schedule of liquidated damages for
17 each violation or breach which has been verified to the satisfaction of the Division.

18 (b) A high level of ~~collection~~Collection service quality and ~~subscriber~~Subscriber
19 satisfaction and therefore consistent and reliable service is of utmost importance to the
20 County and the ~~solid waste handling services~~Solid Waste Facility Fee
21 ~~subscriber~~Subscriber. County will have considered and relied on ~~grantee~~Grantee's
22 representations as to its quality of service commitment in approving any ~~franchise~~
23 ~~agreement~~Franchise Agreement, and any violation or breach by ~~grantee~~Grantee of its
24 ~~solid waste handling~~Solid Waste Handling service obligations referenced in this Section
25 represents a loss of bargain to the County. The ~~grantee~~Grantee further acknowledges
26 that quantified standards of performance are necessary and appropriate to ensure such
27 consistent and reliable ~~collection~~Collection service, and if ~~grantee~~Grantee fails to meet
28 service obligations referenced in this Section, County will suffer damages (including but

1 not limited to, its ~~subscriber~~Subscribers inconvenience; complaints by
2 ~~subscriber~~Subscribers; lost Board and staff time; and loss of bargain) and that it is and
3 will be impracticable and extremely difficult to ascertain and determine the value thereof.
4 Therefore, the County and ~~grantee~~Grantee acknowledge that the liquidated damages
5 established by schedules to each ~~franchise agreement~~Franchise Agreement, represent a
6 reasonable estimate of the amount of such damages, considering all of the
7 circumstances, including the relationship of the amount of the liquidated damages to the
8 range of harm to County that reasonably could be anticipated and the anticipation that
9 proof of actual damages would be extremely costly and inconvenient for both the
10 ~~grantee~~Grantee and County. By entering into its ~~franchise agreement~~Franchise
11 Agreement, the ~~grantee~~Grantee will specifically affirm the accuracy of the statements
12 made relating to liquidated damages and the fact that ~~grantee~~Grantee will have had
13 ample opportunity to consult with legal counsel and obtain an explanation of the liquidated
14 damage provision contained therein.

15 (c) The rights of the County set forth in this Section are in addition to, and not
16 a limitation on, any other rights which County may have against ~~grantee~~Grantee for the
17 failure to observe any condition or term of Division 6 or its ~~franchise agreement~~Franchise
18 Agreement, including the violations or breaches of same set forth in this Section for which
19 liquidated damages are provided.

20 **46.1003 Resolution of Subscriber Complaints.**

21 Procedures for resolution of complaints and other disputes shall be as follows:

22 (a) A ~~subscriber~~Subscriber dissatisfied with ~~grantee~~Grantee's decision
23 regarding a complaint may ask the Director to review the complaint. To obtain this review,
24 the ~~subscriber~~Subscriber may request County review within 30 days of receipt of
25 ~~grantee~~Grantee's response to the complaint, or within 45 days of submitting the complaint
26 to the ~~grantee~~Grantee, if the ~~grantee~~Grantee has failed to respond to the complaint. The
27 Director may extend the time to request the County's review for good cause.

28 (b) Before reviewing the complaint, the Director shall refer it to the

1 ~~grantee~~Grantee. If the ~~grantee~~Grantee fails to cure the complaint within ten days after
2 such referral, the Director shall review the complaint and determine if further action is
3 warranted. The Director may request written statements from the ~~grantee~~Grantee and
4 ~~subscriber~~Subscriber, or oral presentations or both written and oral presentations.

5 (c) The Director shall determine if the ~~subscriber~~Subscriber's complaint is
6 justified, and if so, what remedy, if any, shall be applied. The remedy provided to the
7 ~~subscriber~~Subscriber under this Section shall be limited to a refund of
8 ~~subscriber~~Subscriber charges related to the period of violation of any of the terms of
9 Division 6 or of the breach of any term of the applicable ~~franchise agreement~~Franchise
10 Agreement. In addition to any other remedy of County contained in this Section, County
11 may impose liquidated damages of up to \$100.00 payable to the County for any single
12 event or series of related events, or actual damages as demonstrated during the
13 resolution procedure.

14 (d) The Director may delegate the duties under this Section to a designee. The
15 decision of the Director or a designee shall be final on any matter of \$5,000.00 or less.
16 In the event of a decision on a matter awarding more than \$5,000.00, ~~Grantee~~Grantee
17 may seek review pursuant to the notice of appeal procedure contained in ~~§section~~
18 ~~46.40040801~~.

19 (e) This Section shall not apply to disputes involving the implementation of the
20 ~~total rate~~Total Rate approved by the Board or the adjustments thereto specifically
21 authorized by Division 6.

22 **46.1004 Notices.**

23 Except as otherwise required by governing law, any notice, information, request or
24 reply ("notice") required or permitted to be given under the provisions of Division 6 shall
25 be in writing and shall be given or served either personally or by mail. If given or served
26 by mail, such notice shall be deemed sufficiently given if: (1) (i) deposited in the United
27 States mail, certified mail, return receipt requested, postage prepaid, or (ii) sent by
28 express mail, Federal Express, or other similar overnight service, provided proof of

1 service is available; and (2) addressed to (i) the ~~grantee~~Grantee at its most recent
2 address of record with the Division or (ii) to the Director at the then-current address of the
3 Division, as the case may be.

4
5 **CHAPTER 11: GRANTEE SB 1383 ORGANIC WASTE COLLECTION SERVICES**

6 **IMPLEMENTATION**

7 **Section**

8 **46.1101 Requirements for Grantees.**

9 **46.1102 Education, Equipment, Monitoring and Reporting.**

10
11 **46.1101 Requirements for Grantees.**

12 Grantees providing SB 1383-compliant residential, Commercial, or industrial
13 Organic Waste ~~collection~~Collection services to ~~generator~~Generators within the County's
14 boundaries, except in a ~~franchise area~~Franchise Area that has been granted a waiver
15 from SB 1383 Organic Waste ~~collection~~Collection services, shall meet the following
16 requirements and standards as a condition of approval of a contract, agreement, or other
17 authorization with the County to ~~collect~~Collect Organic Waste:

18 (a) Through written notice to the County, identify facilities to which they will
19 transport Organic Waste including facilities for Source Separated Recyclables, Source
20 Separated Green Container Organic Waste, Source Separated Brown Container Organic
21 Waste, and Mixed Waste.

22 (b) Transport Source Separated Recyclables, Source Separated Green
23 Container Organic Waste, Source Separated Brown Container Organic Waste, and Mixed
24 Waste to a facility, operation, activity or property that recovers Organic Waste as defined
25 in 14 CCR Division 7, Chapter 12, Article 2.

26 (c) Obtain approval from the County to haul Organic Waste, unless it is
27 transporting Source Separated Organic Waste to a Community Composting site or
28 lawfully transporting Construction & Demolition debris in such a manner that complies

1 with 14 CCR section 18989.1 and section 63.1501 of the County Code.

2 **46.1102 Education, Equipment, Monitoring and Reporting.**

3 Grantee shall comply with Education, Equipment, signage, container labeling,
4 container color, contamination Monitoring, and Reporting, and other requirements
5 contained within its franchise agreementFranchise Agreement.

6
7 **CHAPTER 12: COMMERCIAL BUSINESSES SB 1383 ORGANIC WASTE**
8 **COLLECTION SERVICES IMPLEMENTATION**

9 **Section**

10 **46.1201 Purpose.**

11 **46.1202 Requirements for Commercial Businesses.**

12 **46.1203 Donate or Sell of Recyclables.**

13
14 **46.1201 Purpose.**

15 This Chapter shall apply to Commercial Businesses subject to the Organic Waste
16 collectionCollection services requirements of the SB 1383 Regulations.

17 **46.1202 Requirements for Commercial Businesses.**

18 Generators that are Commercial Businesses, including Multi-family Residential
19 Dwellings with five or more units, shall comply with the following requirements:

20 (a) Subscribe to the County's collectionCollection services and comply with the
21 requirements of those services as described below in subsection (b), except for those
22 that meet the Self-HaulSelf-Hauler requirements of this ordinance. The County shall have
23 the right to review the number and size of a generatorGenerator's containers and
24 frequency of collectionCollection to evaluate adequacy of capacity provided for each type
25 of collectionCollection service for proper separation of materials and containment of
26 materials; and, Commercial Businesses shall adjust their service level for their
27 collectionCollection services as requested by the County.

28 (b) Except for those that meet the Self-HaulSelf-Hauler requirements of this

1 ordinance, participate in the County's Organic Waste ~~collection~~Collection services by
2 placing designated materials in designated containers as described below and specified
3 in the Franchise Agreement.

4 (1) Option 1: A three and three-plus-container ~~collection~~Collection
5 service (Blue Container, Green Container, Brown Container, and/or Gray Container).

6 (A) Option 1a: Generator shall place Source Separated Green
7 Container Organic Waste, including Food Waste, in the Green Container; Source
8 Separated Recyclables in the Blue Container; and Gray Container Waste in the Gray
9 Container. ~~Generator~~Generator shall not place materials designated for the Gray
10 Container into the Green or Blue Containers.

11 (B) Option 1b: Generator shall place Source Separated Green
12 Container Organic Waste, except Food Waste, in the Green Container; Source Separated
13 Recyclables in the Blue Container; and Mixed Waste, including Food Waste, in the Gray
14 Container. Generator shall not place materials designated for the Green Container or
15 Blue Container in the Gray Container.

16 (C) Option 1c: Generator shall place Source Separated Green
17 Container Organic Waste, except Food Waste, in the Green Container; Source Separated
18 Brown Container Organic Waste in the Brown Container; Source Separated Recyclables
19 in the Blue Container; and Gray Container Waste in the Gray Container. Generator shall
20 not place materials designated for the Gray Container into the Green, Brown, or Blue
21 Containers.

22 (2) Option 2: Two-container ~~collection~~Collection service (Green
23 Container/Gray Container system or Blue Container/Gray Container system).

24 (A) Option 2a, Green Container/Gray Container: Generator shall
25 place only Source Separated Green Container Organic Waste in a Green Container.
26 Generator shall place all other materials (Mixed Waste) in a Gray Container.

27 (B) Option 2b, Blue Container/Gray Container: Generator shall
28 place only Source Separated Recyclables in a Blue Container. Generator shall place all

1 other materials (Mixed Waste) in a Gray Container.

2 (3) Option 3: An unsegregated single container (one-container)
3 collectionCollection service.

4 (A) Generator shall place all materials (Mixed Waste) in a Gray
5 Container.

6 (c) Supply and allow access to adequate number, size and location of
7 collectionCollection containers with sufficient labels or colors for employees, contractors,
8 tenants, and customers, consistent with County's container collectionCollection systems.

9 (d) Excluding Multi-Family Residential Dwellings, shall provide containers for
10 the collectionCollection of Source Separated Green Container Organic Waste, Source
11 Separated Brown Container Organic Waste, and Source Separated Recyclables in all
12 indoor and outdoor areas where disposalDisposal containers are provided for customers,
13 for materials generated by that Commercial Business. Such containers do not need to
14 be provided in restrooms. If a Commercial Business does not generate any of the
15 materials that would be collected in one type of container, then the Commercial Business
16 does not have to provide that particular container in all areas where disposalDisposal
17 containers are provided for customers. Pursuant to 14 CCR section 18984.9(b), the
18 containers provided by the Commercial Business shall have either:

19 (1) A body or lid that conforms with the container colors provided through
20 the collectionCollection service provided by the County, with either lids conforming to the
21 color requirements or bodies conforming to the color requirements, or both lids and bodies
22 conforming to color requirements. A Commercial Business is not required to replace
23 functional containers, including containers purchased prior to January 1, 2022, that do
24 not comply with the requirements of the subsection prior to the end of the useful life of
25 those containers, or prior to January 1, 2036, whichever comes first.

26 (2) Container labels that include language or graphic images, or both,
27 indicating the primary material accepted and the primary materials prohibited in that
28 container, or containers with imprinted text or graphic images that indicate the primary

1 materials accepted and primary materials prohibited in the container. Pursuant to 14 CCR
2 section 18984.8, the container labeling requirements are required on new containers
3 commencing January 1, 2022.

4 (e) Multi-Family Residential Dwellings are not required to comply with container
5 replacement requirements or labeling requirement in subsection (d) above pursuant to 14
6 CCR section 18984.9(b).

7 (f) To the extent practical through education, training, Inspection, and/or other
8 measures, excluding Multi-Family Residential Dwellings, shall prohibit employees from
9 placing materials in a container not designated for those materials per the County's Blue
10 Container, Green Container, Brown Container, and Gray Container ~~collection~~Collection
11 service.

12 (g) Excluding Multi-Family Residential Dwellings, shall periodically inspect Blue
13 Containers, Green Containers, Brown Containers, and Gray Containers for contamination
14 and inform employees if containers are contaminated and of the requirements to keep
15 contaminants out of those containers pursuant to 14 CCR section 18984.9(b)(3).

16 (h) Annually provide information to employees, contractors, tenants, and
17 customers about Organic Waste Recovery requirements and about proper sorting of
18 Source Separated Green Container Organic Waste, Source Separated Brown Container
19 Organic Waste, and Source Separated Recyclables.

20 (i) Provide education information before or within 14 days of occupation of the
21 premises to new tenants that describes the requirements to keep Source Separated
22 Green Container Organic Waste, Source Separated Brown Container Organic Waste,
23 and Source Separated Recyclables separate from Gray Container Waste (when
24 applicable) and the location of containers and the rules governing their use at each
25 property.

26 (j) Provide or arrange access for County or its agent to their properties during
27 all inspections conducted in accordance with this ordinance to confirm compliance with
28 the requirements of this ordinance.

1 (k) Nothing in this section prohibits a generatorGenerator from preventing or
2 reducing waste generation, managing Organic Waste on site, or using a Community
3 Composting site pursuant to 14 CCR section 18984.9(c).

4 **Section 46.1203 Donate or Sell of Recyclables.**

5 Nothing in this Chapter is intended to limit the right of any Commercial Business
6 to donate or sell its recyclablesRecyclables or organic wasteOrganic Waste as provided
7 by sections 41952, 42649.84 and 42649.5 of the Public Resources Code.

8
9 **CHAPTER 13: SINGLE-FAMILY GENERATORS SB 1383 ORGANIC**
10 **WASTEORGANIC WASTE COLLECTION SERVICES IMPLEMENTATION**

11 **Section**

12 **46.1301 Purpose.**

13 **46.1302 Requirements for Single-Family Generators.**

14
15 **46.1301 Purpose.**

16 This Chapter shall apply to Single-Family Generators subject to the Organic Waste
17 collectionCollection services requirements of the SB 1383 Regulations.

18 **46.1302 Requirements for Single-Family Generators.**

19 Single-Family Organic Waste Generators shall comply with the following
20 requirements:

21 (a) Shall subscribe to the County's Organic Waste collectionCollection services
22 for all Organic Waste generated as described in subsection (b) below. The County shall
23 have the right to review the number and size of generatorGenerator's containers to
24 evaluate adequacy of capacity provided by each type of collectionCollection service for
25 proper separation of materials and containment of materials; and a Single-Family
26 generatorGenerator shall adjust its service level for its collectionCollection services as
27 requested by the County. Generators may additionally manage their Organic Waste by
28 preventing or reducing their Organic Waste, managing Organic Waste on site, and/or

1 using a Community Composting site pursuant to 14 CCR section 18984.9(c).

2 (b) Shall participate in the County's Organic Waste collection
3 services by placing designated materials in designated containers as described below
4 and shall not place Prohibited Container Contaminants in collection
5 Collection containers.

6 (1) Option 1: A three- and three-plus container collection
7 service (Blue Container, Green Container, and Gray Container).

8 (A) Option 1a: Generator shall place Source Separated Green
9 Container Organic Waste, including Food Waste, in the Green Container; Source
10 Separated Recyclables in the Blue Container; and Mixed Waste in the Gray Container.
11 Generator shall not place materials designated for the Green Container or Blue Container
12 in the Gray Container.

13 (B) Option 1b: Generator shall place Source Separated Green
14 Container Organic Waste, except Food Waste, in the Green Container; Source Separated
15 Recyclables in the Blue Container; and Mixed Waste, including Food Waste, in the Gray
16 Container. Generator shall not place materials designated for the Green Container or
17 Blue Container in the Gray Container.

18 (2) Option 2: Two-container collection
19 Collection service (Green
20 Container/Gray Container system or Blue Container/Gray Container system).

21 (A) Option 2a, Green Container/Gray Container: Generator shall
22 place only Source Separated Green Container Organic Waste in a Green Container.
23 Generator shall place all other materials (Mixed Waste) in a Gray Container.

24 (B) Option 2b, Blue Container/Gray Container: Generator shall
25 place only Source Separated Recyclables in a Blue Container. Generator shall place all
26 other materials (Mixed Waste) in a Gray Container.

27 (3) Option 3: An unsegregated single container (one-container)
28 collection
29 Collection service.

30 (A) Generator shall place all materials (Mixed Waste) in a Gray
31 Container.

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CHAPTER 14: SB 1383 WAIVERS FOR GENERATORS

Section

46.1401 Purpose.

46.1402 De Minimis Waivers.

46.1403 Physical Space Waivers.

46.1404 Collection Frequency Waivers.

46.1405 Review and Approval of Waivers.

46.1401 Purpose.

This Chapter shall apply to Generators subject to the Organic Waste collectionCollection services requirements of the SB 1383 Regulations.

46.1402 De Minimis Waivers.

The County may waive a Commercial Business' obligation (including Multi-Family Dwellings with five or more units) to comply with some or all of the SB 1383 Organic Waste requirements of this ordinance if the Commercial Business provides documentation that the Commercial Business generates below a certain amount of Organic Waste material as described below in subsection (b). Commercial Businesses requesting a de minimis waiver shall:

(a) Either provide documentation that:

(1) The Commercial Business' total Solid Waste collectionCollection service is two cubic yards or more per week and Organic Waste subject to collectionCollection in a Blue Container, Green Container, or Brown Container comprises less than 20 gallons per week per applicable container of the business' total waste; or

(2) The Commercial Business' total Solid Waste collectionCollection service is less than two cubic yards per week and Organic Waste subject to collectionCollection in a Blue Container, Green Container, or Brown Container comprise less than 10 gallons per week per applicable container of the business' total waste.

1 (b) Notify the County if circumstances change such that the Commercial
2 Business' Organic Waste exceeds the threshold required for a de minimis waiver, in which
3 case the waiver will be rescinded.

4 (c) Provide written verification of eligibility for a de minimis waiver every 5
5 years, if County has approved a de minimis waiver.

6 **46.1403 Physical Space Waivers.**

7 The County may waive a Commercial Business' or property owner's obligations
8 (including Multi-Family Residential Dwellings with five or more units) to comply with some
9 or all of the SB 1383 Recyclables and/or Organic Waste ~~collection~~Collection service
10 requirements if the County has evidence from its own staff, a hauler, licensed architect,
11 or licensed engineer demonstrating that the premises lacks adequate space for the
12 ~~collection~~Collection containers required for compliance with the SB 1383 Organic Waste
13 ~~collection~~Collection requirements of this Ordinance.

14 (a) A Commercial Business or property owner may request a physical space
15 waiver through the following process:

16 (1) Provide documentation that the premises lacks adequate space for
17 ~~Blue container~~Blue Containers and/or Green Containers including documentation from its
18 hauler, licensed architect, or licensed engineer.

19 (2) Provide written verification to the County that it is still eligible for a
20 physical space waiver every five years if the County has approved an application for such
21 waiver.

22 **46.1404 Collection Frequency Waiver.**

23 The County, at its discretion and in accordance with 14 CCR section
24 18984.11(a)(3), may allow the owner or tenant of any residence, premises, business
25 establishment or industry that subscribes to the County's three-, three-plus, or two-
26 container SB 1383 Organic Waste ~~collection~~Collection service to arrange for the
27 ~~collection~~Collection of their Blue Container, Gray Container, or both once every 14 days
28 rather than once per week.

1 **46.13405 Review and Approval of Waivers.**

2 The Director, or designee, shall have the authority to review and approve all
3 waivers.

4
5 **CHAPTER 15: REQUIREMENTS FOR FACILITY OPERATORS AND**
6 **COMMUNITY COMPOSTING OPERATIONS**

7 **Section**

8 **46.1501 Requirements for Facility Operators and Community**
9 **Composting Operations.**

10
11 **46.1501 Requirements for Facility Operators and Community Composting**
12 **Operations.**

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

19 (b) Community Composting operators, upon County request, shall provide
20 information to the County to support Organic Waste capacity planning, including, but not
21 limited to, an estimate of the amount of Organic Waste anticipated to be handled at the
22 Community Composting operation. Entities contacted by the Jurisdiction shall respond
23 within 60 days.

24
25 **CHAPTER 16: PENALTIES FOR VIOLATION**

26 **Section**

27 **46.11011601 Penalties for Violation.**

28

1 **46.11041601 Penalties for Violation.**

2 A violation of this Division is an infraction punishable as provided in section
3 11.0201 of this Code. Each and every day constitutes a separate violation of this
4 provision.

5
6 **CHAPTER ~~4217~~: AMENDMENT**

7 **Section**

8 **46.~~4204~~1701 Amendment.**

9
10 **46.~~4204~~1701 Amendment.**

11 The County retains the right to amend Division 6 in any respect, notwithstanding
12 the existence of one or more ~~franchise agreement~~Franchise Agreement. Until the
13 commencement date of any extended term of a ~~franchise agreement~~Franchise
14 Agreement, including its extension pursuant to the terms of §section 46.0301(d) of this
15 Code, the ~~grantee~~Grantee shall be subject to and bound by the terms of Division 6 as
16 same exists on the date of the granting of its ~~franchise agreement~~Franchise Agreement
17 by the County. Each ~~grantee~~Grantee shall be subject to and bound by the terms of
18 Division 6, as amended, upon the commencement date of any extension of the term of
19 the ~~franchise agreement~~Franchise Agreement of the ~~grantee~~Grantee, including its
20 extension pursuant to the terms of §section 46.0301(d) of this Code. The amendments
21 to Division 6 to which a ~~grantee~~Grantee shall be subject upon the commencement date
22 of its ~~franchise agreement~~Franchise Agreement or of the extension of its ~~franchise~~
23 ~~agreement~~Franchise Agreement shall be those amendments which have been adopted
24 by the Board (whether or not the amendment is effective) prior to the following date, as
25 applicable: (i) the date the Board acts to grant ~~grantee~~Grantee its ~~franchise~~
26 ~~agreement~~Franchise Agreement; (ii) the date by which the Board is required to determine
27 that the ~~grantee~~Grantee's ~~franchise agreement~~Franchise Agreement shall not be
28 extended, as provided in §section 46.0301(d) of this Code, in the event that the ~~franchise~~

1 ~~agreement~~Franchise Agreement is extended pursuant to the terms of ~~§section~~ 46.0301(d)
2 of this Code; or (iii) the date the Board acts to extend the term of ~~grantee~~Grantee's
3 ~~franchise agreement~~Franchise Agreement, if the agreement is extended other than
4 pursuant to the provisions of ~~§section~~ 46.0301(d) of this Code.

5
6 SECTION 2. Chapter 15 is added to Title 3, Division 3 to read in its entirety as
7 follows:

8 **CHAPTER 15: FOOD RECOVERY**

9 **Section**

10 **33.1501 Intent and Enforcement Authority.**

11 **33.1502 Scope of Authority.**

12 **33.1503 Definitions.**

13 **33.1504 Tier One and Tier Two Commercial Edible Food Generators.**

14 **33.1505 ~~Food recovery~~Food Recovery organizations and ~~food~~**
15 **~~recovery~~Food Recovery services.**

16 **33.1506 ~~Edible food recovery~~Food Recovery capacity planning.**

17 **33.1507 Inspections and investigations.**

18 **33.1508 Enforcement.**

19
20 **33.1501 Intent and Enforcement Authority.**

21 On September 19, 2016, Governor Brown signed into law Senate Bill No. 1383
22 (SB 1383), the Short-lived Climate Pollutant Reduction Act, which places requirements
23 on multiple entities including the San Bernardino County, other jurisdictions, residential
24 Residential households, ~~commercial business~~Commercial Businesses and business
25 owners, commercial ~~edible food~~Edible Food generatorGenerators, solid ~~waste~~Solid
26 Waste haulers, ~~self-haul~~Self-Haulers, ~~food recovery~~Food Recovery organizations, and
27 ~~food recovery~~Food Recovery services to support achievement of statewide ~~organic~~
28 ~~waste~~Organic Waste disposalDisposal reduction targets, reduce greenhouse gas

1 emissions generated from the production of methane from the landfilling of organics and
2 also help reduce food insecurity by requiring commercial edible food
3 generatorGenerators arrange to have the maximum amount of their edible food
4 Edible Food, that would otherwise be disposed, be recovered for human consumption.

5 **33.1502 Scope of Authority.**

6 Pursuant to Title 14, Division 7, Chapter 12, Section 187891.2 of CCR, San
7 Bernardino County has found that the public's interest in achieving the organic waste
8 Disposal targets set by the State will be best served by Department of Public Health,
9 Division of Environmental Health Services ("DEHS"). The Director, each Inspector, other
10 designated employees of DEHS and Enforcement OfficerDesignees as defined in this
11 Chapter are hereby authorized to enforce and administer all State law pertaining to
12 environmental health and all provisions of this Environmental Health Code (E.H. Code)
13 within this jurisdiction, the unincorporated areas of San Bernardino County and any
14 contracted cities therein. This authority is granted to the Director, each Inspector, other
15 designated employees of DEHS and Enforcement OfficerDesignees as defined in this
16 Chapter. DEHS may charge reasonable fees for their services, including fees as are
17 prescribed by the San Bernardino County Code Schedule of Fees.

18 **33.1503 Definitions.**

19 For the purposes of this Chapter, the following terms have the following meanings.
20 The word "shall" is mandatory and not merely directory or permissive.

21 CALRECYCLE. California's Department of Resources RecyclingRecycling and
22 Recovery, which is the Department designated with responsibility for developing,
23 implementing, and enforcing SB 1383 Regulations on Jurisdictions (and others).

24 CALIFORNIA CODE OF REGULATIONS or CCR means the State of California
25 Code of Regulations. CCR references in this ordinance are preceded with a number that
26 refers to the relevant Title of the CCR (e.g., "14 CCR" refers to Title 14 of CCR).

27 COMMERCIAL EDIBLE FOOD GENERATOR includes a Tier One or a Tier Two
28 Commercial Edible Food Generator as defined in section 33.1503 of this ordinance or as

1 otherwise defined in 14 CCR section 18982(a)(73) and (a)(74). For the purposes of this
2 definition, Food Recovery Organizations and Food Recovery Services are not
3 Commercial Edible Food Generators pursuant to 14 CCR section 18982(a)(7).

4 COMPOSTABLE PLASTICS means plastic materials that meet the ASTM D6400
5 standard for compostability, or as otherwise described in 14 CCR section
6 18984.1(a)(1)(A) or 18984.2(a)(1)(C).

7 DESIGNEE means an entity that DEHS contracts with or otherwise arranges to
8 carry out any of the DEHS's responsibilities of this ordinance as authorized in 14 CCR
9 Section 18981.2. A Designee may be a government entity, a hauler, a private entity, or
10 a combination of those entities, specifically:

11 (a) The Division Chief, each Code Enforcement Supervisor, and each Code
12 Enforcement Officer or other designated employee of the Code Enforcement Division of
13 the Land Use Services Department;

14 (b) The Building Official, each Regional Building and Safety Supervisor, each
15 Building Inspector, and other designated employees of the Building and Safety Division
16 of the Land Use Services Department;

17 (c) The Fire Chief/Fire Warden, Fire Marshal, and other designated employees
18 of the San Bernardino County Fire Protection District;

19 (d) The Division Chief, each Animal Control Supervisor/Officer, and other
20 designated employees of the Animal Care and Control Program of the Department of
21 Public Health;

22 (e) The Sheriff-Coroner, each Deputy Sheriff (all ranks), and other designated
23 employees of the Department of the Sheriff-Coroner;

24 (f) The Director and other designated employees of the Public Works
25 Department; and

26 (g) Any other Director and other designated employees of a County
27 Department or Special District as designated by DEHS Administrative Officer or the Board
28 of Supervisors.

1 EDIBLE FOOD means food intended for human consumption and collected or
2 received from a Tier One or Tier Two Commercial Edible Food Generator. For the
3 purposes of this ordinance or as otherwise defined in 14 CCR section 18982(a)(18),
4 “Edible Food” is not ~~S~~solid ~~W~~waste if it is recovered and not discarded. Nothing in this
5 ordinance or in 14 CCR, Division 7, Chapter 12 requires or authorizes the Recovery of
6 Edible Food that does not meet the food safety requirements of the California Retail Food
7 Code.

8 EDIBLE FOOD RECOVERY means actions to ~~collect~~Collect, receive, and/or re
9 distribute Edible Food for human consumption from Tier One and Tier Two Commercial
10 Edible Food Generators that otherwise would be disposed.

11 ENFORCEMENT ACTION means an action of DEHS or its Enforcement
12 Officer~~Designee~~ to address non-compliance with this ordinance including, but not limited
13 to, issuing administrative citations, fines, penalties, or using other remedies.

14 ENFORCEMENT OFFICER means an entity that DEHS contracts with or
15 otherwise arranges to carry out any of the DEHS’s responsibilities of this ordinance as
16 authorized in 14 CCR section 18981.2. An Enforcement Officer may be a government
17 entity, a hauler, a private entity, or a combination of those entities, specifically:

18 (a) The Division Chief, each Code Enforcement Supervisor, and each Code
19 Enforcement Officer or other designated employee of the Code Enforcement Division of
20 the Land Use Services Department;

21 (b) The Building Official, each Regional Building and Safety Supervisor, each
22 Building Inspector, and other designated employees of the Building and Safety Division
23 of the Land Use Services Department;

24 (c) The Fire Chief/Fire Warden, Fire Marshal, and other designated employees
25 of the San Bernardino County Fire Protection District;

26 (d) The Division Chief, each Animal Control Supervisor/Officer, and other
27 designated employees of the Animal Care and Control Program of the Department of
28 Public Health;

1 (e) The Sheriff-Coroner, each Deputy Sheriff (all ranks), and other designated
2 employees of the Department of the Sheriff-Coroner;

3 (f) The Director and other designated employees of the Public Works
4 Department; and

5 (g) Any other Director and other designated employees of a County
6 Department or Special District as designated by DEHS Administrative Officer or the Board
7 of Supervisors.

8 FOOD DISTRIBUTOR means a company that distributes food to entities including,
9 but not limited to, Supermarkets and Grocery Stores.

10 FOOD FACILITY has the same meaning as in Section 113789 of the Health and
11 Safety Code.

12 FOOD RECOVERY means actions to ~~collect~~Collect and distribute food for human
13 consumption that otherwise would be disposed, or as otherwise defined in 14 CCR
14 section 18982(a)(24).

15 FOOD RECOVERY ORGANIZATION means an entity that engages in the
16 ~~collection~~Collection or receipt of Edible Food from Commercial Edible Food Generators
17 and distributes that Edible Food to the public for Food Recovery either directly or through
18 other entities, including, but not limited to:

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

20 (b) A nonprofit charitable organization as defined in Section 113841 of the
21 Health and Safety code; and,

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

24 A Food Recovery Organization is not a Commercial Edible Food Generator for the
25 purposes of this ordinance and implementation of 14 CCR, Division 7, Chapter 12
26 pursuant to 14 CCR Section 18982(a)(7).

27 FOOD RECOVERY SERVICE means a ~~person~~Person or entity that ~~collect~~Collects
28 and transports Edible Food from a Commercial Edible Food Generator to a Food

1 Recovery Organization or other entities for Food Recovery. A Food Recovery Service is
2 not a Commercial Edible Food Generator for the purposes of this ordinance and
3 implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR Section
4 18982(a)(7).

5 FOOD SCRAPS means non-wholesome or inedible food such as, but not limited
6 to, fruits, vegetables, meat, poultry, seafood, shellfish, bones, rice, beans, pasta, bread,
7 cheese, and eggshells. Food Scraps excludes fats, oils, and grease when such materials
8 are Source Separated from other Food Scraps.

9 FOOD SERVICE PROVIDER means an entity primarily engaged in providing food
10 services to institutional, governmental, commercial, or industrial locations of others based
11 on contractual arrangements with these types of organizations.

12 FOOD-SOILED PAPER is compostable paper material that has come in contact
13 with food or liquid, such as, but not limited to, compostable paper plates, paper coffee
14 cups, napkins, pizza boxes, and milk cartons.

15 FOOD WASTE means Food Scraps, Food-Soiled Paper, and Compostable
16 Plastics.

17 GROCERY STORE means a store primarily engaged in the retail sale of canned
18 food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area
19 that is not separately owned within the store where the food is prepared and served,
20 including a bakery, deli, and meat and seafood departments.

21 HEALTH FACILITY means a health facility as defined in Section 1250 of the Health
22 and Safety Code.

23 HOTEL means a hotel as defined in Section 17210 of the Business and
24 Professions Code.

25 INSPECTION means, for the purposes of Edible Food Recovery, actions to review
26 contracts and other records related to the recovery of Edible Food and may occur off-site
27 via email and other forms of electronic communication, as well as the on-site review of an
28 entity's records and ~~collection~~Collection, handling, and other procedures for the recovery

1 of Edible Food to determine if the entity is complying with the requirements of this
2 Ordinance.

3 LARGE EVENT means an event, including, but not limited to, a sporting event or
4 a flea market, that charges an admission price, or is operated by a local agency, and
5 serves an average of more than 2,000 individuals per day of operation of the event, at a
6 location that includes, but is not limited to, a public, nonprofit, or privately owned park,
7 parking lot, golf course, street system, or other open space when being used for an event.
8 If the definition in 14 CCR Section 18982(a)(38) differs from this definition, the definition
9 in 14 CCR Section 18982(a)(38) shall apply to this ordinance.

10 LARGE VENUE means a permanent venue facility that annually seats or serves
11 an average of more than 2,000 individuals within the grounds of the facility per day of
12 operation of the venue facility. For purposes of this ordinance and implementation of 14
13 CCR, Division 7, Chapter 12, a venue facility includes, but is not limited to, a public,
14 nonprofit, or privately owned or operated stadium, amphitheater, arena, hall, amusement
15 park, conference or civic center, zoo, aquarium, airport, racetrack, horse track, performing
16 arts center, fairground, museum, theater, or other public attraction facility. For purposes
17 of this ordinance and implementation of 14 CCR, Division 7, Chapter 12, a site under
18 common ownership or control that includes more than one Large Venue that is contiguous
19 with other Large Venues in the site, is a single Large Venue. If the definition in 14 CCR
20 Section 18982(a)(39) differs from this definition, the definition in 14 CCR Section
21 18982(a)(39) shall apply to this ordinance.

22 LOCAL EDUCATION AGENCY means a school district, charter school, or county
23 office of education that is not subject to the control of city or county regulations
24 related to Solid Waste, or as otherwise defined in 14 CCR Section 18982(a)(40).

25 NOTICE OF VIOLATION (NOV) means a notice that a violation has occurred that
26 includes a compliance date to avoid an action to seek penalties, or as otherwise defined
27 in 14 CCR Section 18982(a)(45) or further explained in 14 CCR Section 18995.4.

28 RESTAURANT means an establishment primarily engaged in the retail sale of food

1 and drinks for on-premises or immediate consumption, or as otherwise defined in 14 CCR
2 Section 18982(a)(64).

3 SELF-HAULSELF-HAULER means, for the purposes of Edible Food Recovery, a
4 Commercial Edible Food Generator which holds a contract with and hauls Edible Food to
5 a Food Recovery Organization or other site for redistribution according to the
6 requirements of this Ordinance.

7 STATE AGENCY means stateState office, officer, department, division, bureau,
8 board, and commission.

9 SUPERMARKET means a full-line, self-service retail store with gross annual sales
10 of two million dollars (\$2,000,000), or more, and which sells a line of dry grocery, canned
11 goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR
12 Section 18982(a)(71).

13 TIER ONE COMMERCIAL EDIBLE FOOD GENERATOR means a Commercial
14 Edible Food Generator that is one of the following:

15 (a) Supermarket.

16 (b) Grocery Store with a total facility size equal to or greater than 10,000 square
17 feet.

18 (c) Food Service Provider.

19 (d) Food Distributor.

20 (e) Wholesale Food Vendor.

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

24 TIER TWO COMMERCIAL EDIBLE FOOD GENERATOR means a Commercial
25 Edible Food Generator that is one of the following:

26 (a) Restaurant with 250 or more seats, or a total facility size equal to or greater
27 than 5,000 square feet.

28 (b) Hotel with an on-site Food Facility and 200 or more rooms.

- 1 (c) Health facility with an on-site Food Facility and 100 or more beds.
- 2 (d) Large Venue.
- 3 (e) Large Event.
- 4 (f) A State agency with a cafeteria with 250 or more seats or total cafeteria
5 facility size equal to or greater than 5,000 square feet.

6 (g) A Local Education Agency facility with an on-site Food Facility.
7 If the definition in 14 CCR Section 18982(a)(74) of Tier Two Commercial Edible
8 Food Generator differs from this definition, the definition in 14 CCR Section 18982(a)(74)
9 shall supersede and apply to this Ordinance.

10 WHOLESALE FOOD VENDOR means a business or establishment engaged in
11 the merchant wholesale distribution of food, where food (including fruits and vegetables)
12 is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor,
13 or other destination, or as otherwise defined in 14 CCR Section 189852(a)(76).

14 **33.1504 Tier One and Tier Two Commercial Edible Food Generators.**

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

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

23 (c) Tier One and Tier Two Commercial Edible Food Generators shall comply
24 with the following requirements:

25 (1) Arrange to recover the maximum amount of Edible Food that would
26 otherwise be disposed.

27 (2) Use the CalRecycle Model Food Recovery Agreement or the
28 contractual elements contained in the Requirements for Food Recovery Organizations

1 and Food Recovery Services section of this Ordinance to contract with, or otherwise enter
2 into a written agreement with Food Recovery Organizations or Food Recovery Services
3 for:

4 (A) The ~~collection~~Collection of Edible Food for Edible Food
5 Recovery from the Tier One or Tier Two Commercial Edible Food Generator's premises;

6 or

7 (B) The acceptance of Edible Food that the Tier One or Tier Two
8 Commercial Edible Food Generator ~~self-haul~~Self-Hauls to the Food Recovery
9 Organization.

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

12 (4) Allow DEHS or its ~~Designee~~Enforcement Officer to access the
13 premises and review records related to Edible Food Recovery and/or provide them
14 electronically if requested by DEHS.

15 (5) Keep records that include the following information:

16 (A) A list of each Food Recovery Organization or a Food
17 Recovery Service that ~~collect~~Collects or receives Edible Food from the Tier One or Tier
18 Two Commercial Edible Food Generator pursuant to a contract or written agreement as
19 required by this Ordinance.

20 (B) A copy of all contracts or written agreements established
21 under the provisions of this Ordinance.

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

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

26 (ii) The types of food that will be collected by or ~~self-~~
27 ~~haul~~Self-Hauled to the Food Recovery Service or Food Recovery Organization.

28 (iii) The established schedule or frequency that food will be

1 collected or ~~self-haul~~Self-Hauled.

2 (iv) The quantity of food, measured in pounds recovered
3 per month, collected or ~~self-haul~~Self-Hauled to a Food Recovery Service or Food
4 Recovery Organization for Food Recovery.

5 (6) Commencing no later than July 1, 2022 for Tier One Commercial
6 Edible Food Generators and July 1, 2024 for Tier Two Commercial Edible Food
7 Generators, and July 1 each year therein after, they shall provide an annual Edible Food
8 Recovery report to County that includes, but is not limited to, the information collected in
9 records per section 33.1504(5) in addition to the following information: a list of all types
10 of Edible Food categories they generate, such as “baked goods,” that are not accepted
11 by the Food Recovery Organizations and Food Recovery Services with whom they
12 contract, and certification that all staff responsible for Edible Food Recovery have
13 obtained a valid and unexpired San Bernardino County food handler card. With the
14 exception of the food safety and handling training certification, Tier One and Tier Two
15 Commercial Edible Food Generators may coordinate with their Edible Food Recovery
16 contractors to supply this information.

17 (7) Tier One and Tier Two Commercial Edible Food Generators who
18 ~~self-haul~~Self-Haul.

19 Edible Food shall require those transporting Edible Food for recovery to
20 obtain a valid and unexpired San Bernardino County food handler card and follow the
21 best practices and standards for proper temperature control, methods, and procedures
22 for the safe handling and transport of food.

23 (8) Nothing in this ordinance shall be construed to limit or conflict with
24 the protections provided by the California Good Samaritan Food Donation Act of 2017,
25 the Federal Good Samaritan Act, or share table and school food donation guidance
26 pursuant to Senate Bill 557 of 2017.

27 **33.1505 Food ~~recovery~~Food Recovery organizations and ~~food ~~recovery~~~~Food**
28 **Recovery services.**

1 (a) Food Recovery Services operating in the County and collecting or receiving
2 Edible Food directly from Tier One and/or Tier Two Commercial Edible Food Generators
3 via a contract or written agreement established under the requirements of this Ordinance,
4 shall maintain the following records:

5 (1) The name, address, and contact information for each Tier One and
6 Tier Two Commercial Edible Food Generator from which the service collectCollects
7 Edible Food.

8 (2) The quantity in pounds of Edible Food by type collected from each
9 Tier One and Tier Two Commercial Edible Food Generator per month.

10 (3) The quantity in pounds of Edible Food by type transported to each
11 Food Recovery Organization or redistribution site per month.

12 (4) The name, address, and contact information for each Food Recovery
13 Organization or redistribution site that the Food Recovery Service transports Edible Food
14 to for Edible Food Recovery.

15 (b) Commencing no later than July 1, 2022, Food Recovery Organizations and
16 Food Recovery Services operating in the county and collecting or receiving Edible Food
17 from Tier One and Tier Two Commercial Edible Food Generators or any other source
18 shall report to County the following: a detailed Edible Food activity report of the
19 information collected as required under this Ordinance, including information collected in
20 records per section 33.1505(a) in addition to a brief analysis of any necessary process
21 improvements or additional infrastructure needed to support Edible Food Recovery
22 efforts, such as training, staffing, refrigeration, vehicles, etc., and an up to date list of Tier
23 One and Tier Two Commercial Edible Food Generators with whom they have contracts
24 or agreements established as required under this Ordinance. This Edible Food activity
25 report shall be submitted quarterly, or at the discretion of DEHS or its
26 DesigneeEnforcement Officer, and shall cover the activity that occurred since the period
27 of the last submission.

28 (c) In order to provide the required records to the State, the County, and Tier

1 One or Tier Two Commercial Edible Food Generators, contracts between Food Recovery
2 Organizations and Food Recovery Services and Tier One and Tier Two Commercial
3 Edible Food Generators shall include the following elements:

4 (1) List/description of allowable foods the Food Recovery
5 Organization/Food Recovery Service will receive.

6 (2) List/description of foods not accepted by the Food Recovery
7 Organization/Food Recovery Service.

8 (3) Conditions for refusal of food.

9 (4) Food safety requirements, training, and protocols.

10 (5) Transportation and storage requirements and training.

11 (6) A protocol for informing the Tier One or Tier Two Commercial Edible
12 Food Generators of a missed or delayed pickup.

13 (7) Notice that donation dumping is prohibited.

14 (8) Provisions to collect/Collect sufficient information to meet the record-
15 keeping requirements of this Ordinance.

16 (9) Fees/financial contributions/acknowledgement of terms for the
17 pickup and redistribution of Edible Food.

18 (10) Terms and conditions consistent with the CalRecycle Model Food
19 Recovery Agreement.

20 (11) Information supplying the Tier One or Tier Two Commercial Edible
21 Food Generators with the annual amount of Edible Food recovered.

22 (12) Contact name, address, phone number, and email for both
23 responsible parties, including the current on-site staff responsible for Edible Food
24 Recovery.

25 (13) Food Recovery Organizations accepting self-haul/Self-Hauling of
26 Edible Food from Tier One and Tier Two Commercial Edible Food Generators must
27 provide a schedule, including days of the week and acceptable times for drop-offs, and
28 information about any limitation on the amount of food accepted, and/or the packaging

1 requirements or other conditions of transport, such as, but not limited to, maintaining
2 proper temperature control, and other requirements for the safe handling and transport of
3 food, the self- hauler must follow for the Edible Food to be accepted.

4 (d) Food Recovery Organizations and Food Recovery Services operating in the
5 County shall use the appropriate temperature control equipment and methods and
6 maintain the required temperatures for the safe handling of Edible Food recovered from
7 Tier One and Tier Two Commercial Edible Food Generators for the duration of the
8 transportation of the Edible Food for redistribution, including Edible Food transported by
9 private vehicles.

10 (e) In order to ensure recovered Edible Food is eaten and to prevent donation
11 dumping, Food Recovery Organizations and Food Recovery Services operating in the
12 County shall provide documentation that all redistribution sites which are not themselves
13 Food Recovery Organizations to which they deliver Edible Food have a feeding or
14 redistribution program in place to distribute, within a reasonable time, all the Edible Food
15 they receive. Such documentation may include a website address which explains the
16 program or pamphlets/brochures prepared by the redistribution site.

17 (f) Food Recovery Organizations and Food Recovery Services operating in the
18 county shall visually inspect all Edible Food recovered or received from a Tier One and
19 Tier Two Commercial Edible Food Generator. If significant spoilage is found, or if the food
20 is otherwise found to be unfit for redistribution for human consumption, Food Recovery
21 Organizations and Food Recovery Services shall immediately notify the County using the
22 process found on the San Bernardino County's DEHS website. The notice shall include:

23 (1) The type and amount, in pounds, of spoiled food or food unfit for
24 redistribution for human consumption, or provide a photographic record of the food, or
25 both.

26 (2) The date and time such food was identified.

27 (3) The name, address and contact information for the Tier One or Tier
28 Two Commercial Edible Food Generator which provided the food.

1 (4) The date and time the food was picked up or received.

2 (5) A brief explanation of why the food was rejected or refused.

3 (g) Contracts between Tier One or Tier Two Commercial Edible Food
4 Generators and Food Recovery Organizations or Food Recovery Services shall not
5 include any language prohibiting Tier One or Tier Two Commercial Edible Food
6 Generators from contracting or holding agreements with multiple Food Recovery
7 Organizations or Food Recovery Services.

8 (h) Allow DEHS or its Designee Enforcement Officer for Edible Food Recovery
9 to access the premises and inspect procedures and review records related to Edible Food
10 Recovery and/or provide them electronically if requested by the County.

11 **33.1506 Edible food recovery Food Recovery capacity planning.**

12 (a) In order to support Edible Food Recovery capacity planning assessments
13 or other such studies, Food Recovery Services and Food Recovery Organizations
14 operating in the County shall provide information and consultation to the County upon
15 request, regarding existing, or proposed new or expanded, Edible Food Recovery
16 capacity that could be accessed by the County and its Tier One and Tier Two Commercial
17 Edible Food Generators. A Food Recovery Service or Food Recovery Organization
18 contacted by the County shall respond to such requests for information within 60 days.

19 **33.1507 Inspections and Investigations.**

20 (a) DEHS or its Designee Enforcement Officer are authorized to conduct
21 inspections and investigations, at random or otherwise, to confirm compliance with this
22 Ordinance by Tier One and Tier Two Commercial Edible Food Generators, Food
23 Recovery Services, and Food Recovery Organizations, subject to applicable
24 lawApplicable Laws.

25 (b) Regulated entities shall provide or arrange for access during all inspections
26 and shall cooperate with the County's representative during such inspections and
27 investigations. Such inspections and investigations may include confirmation of proper
28 placement of materials in containers, Edible Food Recovery activities, records, or any

1 other requirement of this Ordinance described herein. Failure to provide or arrange for:
2 (i) access to an entity's premises; (ii) access to records for any inspection or investigation
3 is a violation of this Ordinance and may result in penalties described.

4 (c) Any records obtained by the County during its inspections or other reviews
5 shall be subject to the requirements and applicable disclosure exemptions of the Public
6 Records Act as set forth in Government Code Section 6250 et seq.

7 (d) DEHS or its ~~Designee~~ Enforcement Officer are authorized to conduct any
8 inspections, or other investigations as reasonably necessary to further the goals of this
9 Ordinance, subject to ~~applicable law~~ Applicable Laws.

10 (e) DEHS or its ~~Designee~~ Enforcement Officer shall receive complaints from
11 ~~person~~ Persons regarding an entity that may be potentially non-compliant with this
12 Ordinance or SB 1383 Edible Food Recovery Regulations, including receipt of
13 anonymous complaints.

14 **33.1508 Enforcement.**

15 (a) Violation of any provision of this Ordinance shall constitute grounds for
16 issuance of a Notice of Violation and assessment of a fine by DEHS or its
17 ~~Designee~~ Enforcement Officer. DEHS may commence ~~enforcement action~~ Enforcement
18 Actions under this Ordinance by issuing an administrative citation and assessing a fine.
19 County's procedures on imposition of administrative fines are hereby incorporated in their
20 entirety, as modified from time to time, and shall govern the imposition, enforcement,
21 ~~collection~~ Collection, and review of administrative citations issued to enforce this
22 Ordinance and any rule or regulation adopted pursuant to this Ordinance, except as
23 otherwise indicated in this Ordinance.

24 (b) Other remedies allowed by law may be used, including civil action or
25 prosecution as an infraction. DEHS may pursue civil actions in the California courts to
26 seek recovery of unpaid administrative citations. DEHS may elect to delay court action
27 until such time as a sufficiently large number of violations, or cumulative size of violations
28 exist such that court action is a reasonable use of County staff and resources.

1 (c) Responsible Entity for Enforcement

2 (1) Enforcement pursuant to this Ordinance may be undertaken by
3 DEHS Enforcement Official or county manager or representative who will interpret the
4 Ordinance; determine the applicability of waivers, if violation(s) have occurred; implement
5 Enforcement Action Enforcement Actions; and, determine if compliance standards are
6 met.

7 (d) Process for Enforcement

8 (1) DEHS will monitor compliance with the Ordinance randomly and
9 through investigation of complaints, and an inspection program.

10 (2) DEHS may issue an official notification to notify regulated entities of
11 its obligations under the Ordinance.

12 (3) DEHS will issue a Notice of Violation to any Tier One or Tier Two
13 Commercial Edible Food Generator found to have Edible Food in any waste
14 collectionCollection container, or to any Food Recovery Organization or Food Recovery
15 Service found to have Edible Food recovered from a Tier One or Tier Two Edible Food
16 Generator in a waste collectionCollection container which has not been documented by
17 a notice of significant spoilage as required in this Ordinance. Such notice will be provided
18 by written communication immediately upon identification of the violation or within three
19 (3) calendar days after determining that a violation has occurred. If DEHS observes Edible
20 Food in a Tier One or Tier Two Commercial Edible Food Generator, or Food Recovery
21 Organization, or Food Recovery Service waste container on more than two (2)
22 consecutive occasion(s), DEHS may assess an administrative citation and fine, pursuant
23 to the Edible Food Recovery penalties provisions contained in this Ordinance, on the Tier
24 One or Tier Two Commercial Edible Food Generator, Food Recovery Organization, or
25 Food Recovery Service.

26 (4) DEHS shall issue a Notice of Violation requiring compliance within
27 60 days of issuance of the notice.

28 (5) Absent compliance by the entity within the deadline set forth in the

1 Notice of Violation, DEHS shall commence an action to impose penalties, via an
2 administrative citation and fine, pursuant to the Edible Food Recovery penalties
3 provisions contained in this Ordinance.

4 (e) Penalty Amounts for Types of Violations

5 The penalty levels are as follows:

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

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

10 (3) For a third or subsequent violation, the amount of the base penalty
11 \$500 per violation.

12 (f) Compliance Deadline Extension Considerations

13 DEHS may extend the compliance deadlines set forth in a Notice of
14 Violation issued in accordance with Section 4.106.080 when such failure or delay in
15 compliance is caused by or results from causes beyond the reasonable control of the
16 entity such as:

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

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

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

24 (g) Appeals Process

25 (1) ~~Person~~Persons receiving an administrative citation containing a
26 penalty for an uncorrected violation may request a hearing to appeal the citation. A
27 hearing will be held only if it is requested within the time prescribed and consistent with
28 County's procedures in DEHS's codes for appeals of administrative citations. Evidence

1 may be presented at the hearing. DEHS will appoint a hearing officer who shall conduct
2 the hearing and issue a final written order.

3 (h) Education Period for Non-Compliance

4 Beginning January 1, 2022 and through December 31, 2023, DEHS will
5 conduct inspections to determine compliance, and if DEHS determines that a Tier One
6 Commercial Edible Food Generator, Food Recovery Organization, or Food Recovery
7 Service is not in compliance, it shall provide educational materials and training to the
8 entity describing its obligations under this Ordinance and a notice that compliance is
9 required by January 1, 2022, and that violations may be subject to administrative civil
10 penalties starting on January 1, 2024.

11 (i) Civil Penalties for Non-Compliance

12 Beginning January 1, 2024, if DEHS determines that Tier One or Tier Two
13 Commercial Edible Food Generator, Food Recovery Organization, or Food Recovery
14 Service is not in compliance with this ordinance, it shall document the noncompliance or
15 violation, issue a Notice of Violation, and take Enforcement Action pursuant to this
16 ordinance, as needed.

17
18 SECTION 3. Section 14.0117 is added to the San Bernardino County Code to
19 read as follows:

20 **14.0117 Recovered Organic Waste Product - Mulch Procurement.**

21 All County departments when procuring mulch shall procure ~~mulch~~Mulch that
22 meets or exceeds the physical contamination, maximum metal concentration, and
23 pathogen density standards for land application specified in Title 14 of the California Code
24 of Regulations, Division 7, Section 17852(a)(24.5)(A)1- through 3. The ~~mulch~~Mulch is
25 required to be produced at one or more of the following:

26 (1) A compostable material handling operation or facility as defined in
27 14 CCR Section 17852(a)(12), other than a chipping and grinding operation or facility as
28 defined in 14 CCR Section 17852(a)(10), that is permitted or authorized under this

1 division; or

2 (2) A transfer/processing facility or
3 transfer/processing operation as defined in 14 CCR Sections
4 17402(a)(30) and (31), respectively, that is permitted or authorized under this division; or

5 (3) A solid waste landfill as defined in Public Resources
6 Code Section 40195.1 that is permitted under Division 2 of Title 27 of the California Code
7 of Regulations.

8
9 SECTION 4. The Board of Supervisors declares that it would have adopted this
10 ordinance and each section, sentence, clause, phrase, or portion of it irrespective of the
11 fact that any one or more sections, subsections, clauses, phrases or portions of it be
12 declared invalid or unconstitutional. If for any reason any portion of this ordinance is
13 declared invalid or unconstitutional, then all other provisions of it shall remain valid and
14 enforceable.

15
16 SECTION 5. This ordinance shall take effect thirty (30) days from the date of
17 adoption.

18
19 _____
CURT HAGMAN, Chairman
20 Board of Supervisors

21 SIGNED AND CERTIFIED THAT A COPY
22 OF THIS DOCUMENT HAS BEEN DELIVERED
TO THE CHAIRMAN OF THE BOARD

23 LYNNA MONELL, Clerk of the
24 Board of Supervisors

25
26 _____

27
28

1 STATE OF CALIFORNIA)
2) ss.
3 SAN BERNARDINO COUNTY)

4 I, LYNNA MONELL, Clerk of the Board of Supervisors of San Bernardino County,
5 State of California, hereby certify that at a regular meeting of the Board of Supervisors of
6 said County and State, held on the _____ day of _____, 2022, at which meeting
7 were present Supervisors: _____

8 and the Clerk, the foregoing ordinance was passed and adopted by the following vote, to
9 wit:

10 AYES: SUPERVISORS:
11 NOES: SUPERVISORS:
12 ABSENT: SUPERVISORS:

13 IN WITNESS WHEREOF, I have hereunto set my hand and affixed the official seal
14 of the Board of Supervisors this ____ day of _____, 2022.

15 LYNNA MONELL, Clerk of the
16 Board of Supervisors of
17 San Bernardino County,
18 State of California

19 _____
20 Deputy

21 Approved as to Form:

22 TOM BUNTON
23 County Counsel

24 By: _____
25 JOLENA E. GRIDER
26 Deputy County Counsel

27 Date: _____
28