

1 **Section 4:** The Ordinance Code of the County of Fresno is hereby amended by  
2 adding Chapter 8.24 to Title 8 thereof, which shall read in its entirety as follows:

3 **Chapter 8.24 NON-EXCLUSIVE WASTE HAULER AGREEMENT PROGRAM**

4 Sections:

5	8.24.010	Findings
	8.24.020	Purpose and Intent
6	8.24.030	Authority
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10	8.24.100	Revocation or Suspension of Permit
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11  
12 8.24.010 Findings.

13 The County of Fresno Board of Supervisors finds that:

- 14 A. The State of California through its California Integrated Waste Management Act  
15 of 1989, Assembly Bill 939, codified as Public Resources Code Section 40000, et  
16 seq. ("AB 939"), requires that each local jurisdiction in the State Divert fifty  
17 percent of discarded materials from landfill deposition;
- 18 B. The County is empowered under Article XI, Section 7, of the California  
19 Constitution to make and enforce, within its limits, all police and sanitary  
20 ordinances and regulations not in conflict with general laws;
- 21 C. In the exercise of its police powers, the County may determine, in its discretion  
22 and consistent with the broad scope of its authority in the area of public health  
23 and sanitation, the best methods or means available to advance and protect the  
24 public health, safety, and welfare of the residents of the County;
- 25 D. The storage, accumulation, collection and disposal of Solid Waste, including  
26 without limitation, garbage, trash, debris and other discarded materials is a  
27 matter of substantial public concern in that improper control of these materials  
28 may create a public nuisance, air pollution, fire hazard, rodent and insect

1 infestation and other problems adversely affecting the public health, safety and  
2 welfare.

3 E. Pursuant to the California Public Resources Code, the County is authorized to  
4 determine aspects of Solid Waste handling which are of local concern and the  
5 means by which such services are to be rendered under terms and conditions  
6 prescribed by the County of Fresno Board of Supervisors by resolution or  
7 ordinance, including the provision of Solid Waste Collection, processing and  
8 Disposal services on an exclusive or non-exclusive basis, either with or without  
9 competitive bidding;

10 F. Implementation of a Non-Exclusive Waste Hauler Agreement system will improve  
11 documentation of recycling efforts by requiring the Contractor to provide  
12 Collection, Disposal, and recycling information as required by AB 341 (Chapter  
13 476, Statutes of 2011) and AB 1826 (Chapter 727, Statutes of 2014). This aids  
14 the County's effort to substantiate its compliance with the State's waste reduction  
15 mandate;

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

#### 23 8.24.020 Purpose and Intent.

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

1 8.24.030 Authority.

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

4 8.24.040 Definitions.

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

- 6 A. "AB 341" means the California legislation (Stats. 2006, Ch. 476), as it may be  
7 amended from time to time, that, among other things, added Chapter 12.8  
8 (commencing with section 42649) of Part 3 of Division 30 of the Public  
9 Resources Code, imposing mandatory commercial recycling and requirements  
10 that each jurisdiction implement an outreach and education program and monitor  
11 compliance with the mandatory commercial recycling requirements.
- 12 B. "AB 939" means the California Integrated Waste Management Act of 1989  
13 (California Public Resources Code, Division 30, commencing with Section  
14 40000), as it may be amended from time to time.
- 15 C. "AB 1826" means the California legislation (Stats. 2014, Ch. 727), as it may be  
16 amended from time to time, that, among other things, added Chapter 12.9  
17 (commencing with Section 42649.8) to Part 3 of Division 30 of the Public  
18 Resources Code, imposing requirements that each jurisdiction implement an  
19 organic waste recycling program and provide for education, outreach and  
20 monitoring of businesses subject to those requirements.
- 21 D. "Applicable Law" means all Federal, State and local laws, ordinances,  
22 regulations, rules, orders, judgments, decrees, resolutions, permits, approvals, or  
23 other type of requirement imposed by any governmental agency having  
24 jurisdiction over the Collection and disposition of Solid Waste, including those  
25 that are in force and effective as of the Effective Date, as well as such additions  
26 and changes thereto as become effective by means of their enactment,  
27 amendment, issuance or promulgation after the Effective Date and during the  
28 term of the Non-Exclusive Waste Hauler Agreement.

- 1 E. "Board of Supervisors" means the governing legislative body of the County of  
2 Fresno.
- 3 F. "CERCLA" means the Comprehensive Environmental Responsibility  
4 Compensation and Liability Act, 42 United States Code Section 9601, et seq., as  
5 amended or superseded, and the regulations promulgated thereunder.
- 6 G. "Change in Law" means the adoption, promulgation, or modification of any  
7 generally applicable and enforceable Federal, State or local law, regulation,  
8 ordinance, order, judgment, decree, permit or administrative agency guidelines  
9 (excluding orders, judgments, and decrees specific to a particular facility) duly  
10 adopted and promulgated officially in writing for uniform application occurring  
11 after the Effective Date (hereinafter collectively referenced as "Laws"). Change in  
12 Law does not include any changes initiated by a Contractor. Change in Law  
13 shall not include (i) Laws enacted or adopted prior to the Effective Date, or (ii)  
14 Laws particular to the Solid Waste, Collection, hauling, processing and Disposal  
15 industry that are enacted or finally adopted or approved prior to the Effective  
16 Date of the Non-Exclusive Waste Hauler Agreement but initially become effective  
17 after such date.
- 18 H. "Collection" (and "collect," "collected," and "collecting") means the pickup and  
19 removal by Contractor from its Customers' premises of Solid Waste, or other  
20 material and transportation of such material to a Processing Site or a Solid  
21 Waste Facility, as appropriate and consistent with Contractor's obligations under  
22 the Non-Exclusive Waste Hauler Agreement.
- 23 I. "Collection Vehicle" means vehicles used to provide Solid Waste handling  
24 services such as Roll-Off trucks, box trucks with or without a hydraulic lift gate, or  
25 trucks with open top containers affixed to the body of the truck.
- 26 J. "Compactor," "compactors," and "compactor Service" means any Container  
27 incorporating a built-in mechanism to reduce waste volume by crushing action or  
28 other compacting method.

- 1 K. "Construction and Demolition Debris," "C&D Debris" or "C&D" means the debris  
2 from used construction materials, dredging, grubbing, and rubble resulting from  
3 constructing, remodeling, repair, razing, renovation, demolition, excavation or  
4 construction clean-up activities at residential, commercial or governmental  
5 buildings, and any other structure or pavement.
- 6 L. "Container(s)" means Roll-Off Boxes, compactors, trailers, or similar containers  
7 used to provide Solid Waste Handling Services. This definition does not include  
8 carts or bins as defined in Chapter 8.21 and utilized as part of delivery of  
9 services under an Exclusive Service Area Program Agreement pursuant thereto.
- 10 M. "Contractor (s)" means the party or parties that enter into Non-Exclusive Waste  
11 Hauler Agreements with the County.
- 12 N. "County" means the legal entity known as the County of Fresno, California, a  
13 political subdivision of the State of California; and depending upon the context in  
14 which the term is used, "County" also may mean the geographical area within the  
15 territorial boundaries of the County of Fresno, as it exists now or in the future.
- 16 O. "County Representative" means the Director of the Department of Public Works  
17 and Planning, or his/her designee, who may be a County official or an agent of  
18 County specifically designated to serve as the County Representative and  
19 thereby authorized to administer the program and enforce the terms of the Non-  
20 Exclusive Waste Hauler Agreements on County's behalf.
- 21 P. "County Solid Waste Surcharges" means the charges imposed by the County on  
22 all Solid Waste generated within the Southeast Regional Commission area for  
23 closure and post-closure maintenance of the closed County landfill in the  
24 Southeast Regional Commission area and the charges imposed by the County  
25 on all Solid Waste generated and Collected in the County, used for Countywide  
26 Solid Waste management program activities.
- 27 Q. "Customer" means the person or entities receiving Solid Waste Handling  
28 Services pursuant to a Non-Exclusive Waste Hauler Agreement.

- 1 R. "Debris Box Services" means the Collection, transportation, and Disposal of  
2 materials placed in containers of ten (10) cubic yards or greater.
- 3 S. "Delivery" means a Customer's deposit of Solid Waste in a Container at a  
4 location designated for Collection consistent with County's codes or ordinances.
- 5 T. "Designated Solid Waste Facility" means a permitted Solid Waste Facility, if one  
6 is specifically designated by the County, for use by Contractor, to which  
7 Contractor shall deliver all Solid Waste Collected under a Non-Exclusive Waste  
8 Hauler Agreement following such designation.
- 9 U. "Discarded Material" means Solid Waste, Recyclable Materials, and Organic  
10 Materials placed by a Generator in a Collection Container and/or at a location  
11 that is designated for Collection.
- 12 V. "Disposal," "disposing," "dispose," or "disposed" means the final disposition, at a  
13 Solid Waste Facility, of Solid Waste collected by Contractor.
- 14 W. "Diversion" or "diverted" means activities that reduce or eliminate the amount of  
15 Solid Waste from Solid Waste Disposal including, but not limited to, recycling and  
16 composting.
- 17 X. "Effective Date" means the date on which the Non-Exclusive Waste Hauler  
18 Agreement is fully executed by the Parties, which shall be deemed to be the date  
19 of its approval on behalf of County.
- 20 Y. "ESAP Hauler(s)" means a Solid Waste Enterprise engaged in commercial  
21 hauling of Solid Waste in the unincorporated area of the County governed by the  
22 Exclusive Service Area Program provisions of Chapter 8.21. Only an ESAP  
23 Hauler can be both an ESAP Hauler and a NEWHA hauler.
- 24 Z. "Exclusive Service Area Program" or "ESAP" means the program established by  
25 the enactment of Chapter 8.21, including the contracts described therein ("ESAP  
26 Agreements") that establish the Exclusive Service Areas that are assigned  
27 thereunder to designated private waste haulers ("ESAP Haulers"), to provide  
28 weekly Collection services as provided therein.

- 1 AA. "Excluded Waste," means
- 2 i. Hazardous Waste,
- 3 ii. Medical and Infectious Waste,
- 4 iii. Volatile, corrosive, biomedical, infectious, biohazardous, and toxic
- 5 substances or material,
- 6 iv. Waste that Contractor reasonably believes would, as a result of or upon
- 7 Disposal, be a violation of local, State or Federal law, regulation or
- 8 ordinance, including land use restrictions or conditions,
- 9 v. Waste that in Contractor's reasonable opinion would present a significant
- 10 risk to human health or the environment, cause a nuisance or otherwise
- 11 create or expose Contractor or County to potential liability, and
- 12 vi. Special Waste.
- 13 BB. "Generator" means a person whose act or process produces Solid Waste,
- 14 Recyclable Materials, Organic Materials or Construction and Demolition Debris.
- 15 CC. "Hazardous Waste" shall have the meaning set forth in California Code of
- 16 Regulations, Title 14, Division 7, Chapter 3, Article 4, (most notably Section
- 17 17225.32) and Health and Safety Code Section 25117, or in CERCLA, or in their
- 18 successor laws and regulations as may be amended from time to time,
- 19 whichever definition is in the opinion of the County more inclusive.
- 20 DD. "Medical and Infectious Waste" means biomedical waste generated at hospitals,
- 21 public or private medical clinics, dental offices, research laboratories,
- 22 pharmaceutical industries, blood banks, mortuaries, veterinary facilities, and
- 23 other similar establishments.
- 24 EE. "Non-Exclusive Waste Hauler Agreement," "NEWHA," or "Agreement" means the
- 25 agreement between the County and any NEWHA Hauler for the authorized
- 26 provision of the Solid Waste Handling Services as specified therein, including all
- 27 exhibits and future amendments thereto. A NEWHA Hauler shall comply with all
- 28 provisions of the Agreement in providing Solid Waste Handling Services for any

1 and each transaction involving the Collection, for compensation, of Solid Waste  
2 equal to or exceeding ten (10) cubic yards from any Customer.

3 FF. "Non-Exclusive Waste Hauler(s)" or "NEWHA Hauler(s)" means a person or  
4 entity authorized to engage in commercial hauling of Solid Waste in the  
5 unincorporated area of the County that is not governed by the Exclusive Service  
6 Area Program provisions of Chapter 8.21. Only an ESAP Hauler can be both an  
7 ESAP Hauler and a NEWHA hauler.

8 GG. "Non-Exclusive Waste Hauler Agreement Permit," or "NEWHA Permit," or  
9 "Permit" means the permit required to engage in the authorized commercial  
10 hauling of Solid Waste in the unincorporated area of the County that is not  
11 governed by the Exclusive Service Area Program provisions of Chapter 8.21.  
12 The NEWHA Permit must be obtained in addition to the separate operation  
13 permit that is issued by the county health officer as required by Chapter 8.20.

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

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

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

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

28 LL. "Recyclable Materials" or "Recyclables" mean Discarded Materials from the



1 Customer intended for and capable of being recycled, and that are separated,  
2 set aside, handled, packaged, offered, or otherwise delivered for Collection by a  
3 Customer in a manner different from Solid Waste. Recyclable Materials shall not  
4 include any Excluded Waste.

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

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

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

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

26 QQ. "Self-Haul" or "Self-Hauler" means that any residential or commercial Generator  
27 of Solid Waste may itself, but not through an agent, transport and Dispose of  
28 Solid Waste generated within the unincorporated area of the County by the

1 household or business enterprise of that Generator only. Any such "Self-Hauler"  
2 who elects to forego the Solid Waste Handling Services offered by Contractor  
3 shall be obligated to comply with all applicable legal requirements governing  
4 such transport and Disposal, including but not limited to County reporting  
5 requirements.

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

9 SS. "Solid Waste" means solid waste as defined in California Public Resources Code,  
10 Division 30, Part 1, Chapter 2, Article 40191 and regulations promulgated  
11 thereunder (except as to any types of waste specifically excluded from the scope  
12 of the definition by this chapter). Excluded from the definition of Solid Waste are:  
13 Excluded Waste, Recyclable Materials kept separate from Solid Waste for the  
14 purpose of Recycling, Organic Materials, and Construction and Demolition Debris  
15 with 10% or less residual.

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

19 UU. "Solid Waste Facility" means a solid waste transfer or processing station, a  
20 composting facility or organics processing facility, a gasification facility, a  
21 transformation facility, an Engineered Municipal Solid Waste conversion facility,  
22 or a Disposal facility, as consistent with California Public Resources Code  
23 §40194 with authorization to operate pursuant to a valid permit issued by the  
24 appropriate governmental agency.

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

28 WW. "Source Separated" means the segregation, by the Generator, of materials

1 designated for separate Collection for some form of recycling, processing,  
2 composting, recovery or reuse.

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

15 8.24.050 Application for Non-Exclusive Waste Hauler Agreement Permit.

16 Applications to provide NEWHA Hauler Solid Waste handling services in the  
17 unincorporated County area shall be filed in writing and submitted in a format specified  
18 by the County Representative. Each such application shall set forth, contain, or be  
19 accompanied by information specified in the application instructions provided by the  
20 County Representative, which shall include, at a minimum, the following:

21 (1) Qualifications Information.

22 (i) Description of Applicant. A detailed statement of the corporate or other  
23 business entity organization of the applicant.

24 (ii) Municipal References

25 (iii) Customer References

26 (iv) Proof of Insurance

27 (v) History of Litigation, Regulatory Actions, and Liquidated Damages

28 (vi) Criminal History

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

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

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

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

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1 8.24.060 Application Review by County

2 The County Representative shall convene a committee to evaluate any and all  
3 applications for Non-Exclusive Waste Hauler Agreement Permits and the committee  
4 shall provide a written recommendation to the County Representative as to the  
5 qualifications and capabilities of the applicant.

6 8.24.070 Waive irregularities

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

9 8.24.080 Non-Exclusive Waste Hauler Agreement Permit procedure

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

14 A. Unless suspended or revoked, the Permit shall remain valid for a period of three  
15 (3) years. The Permit must be renewed by Contractor prior to its expiration by  
16 application to the County Representative, the procedure for which may include, but is  
17 not necessarily limited to inspection of the Contractor's Collection Vehicles that are  
18 used in the performance of the Solid Waste Handling Services.

19 B. Upon failure by any Contractor to renew the requisite Permit prior to the renewal  
20 deadline, the Permit would expire by its terms. In such event, the Agreement and the  
21 authorization provided therein for Contractor's performance of Solid Waste Handling  
22 Services pursuant to the terms thereof, would be automatically terminated.

23 8.24.090 Implementation and Operation of Non-Exclusive Waste Hauler Agreement  
24 Services

25 A. The collection, transportation and deposition of Solid Waste shall be provided on  
26 a non-exclusive basis by the Contractors, and such Solid Waste handling  
27 services shall be provided in accordance with the terms of the Agreements and  
28 subject to the provisions of this chapter.

- 1 B. Rates collected by a Contractor from Customers for Solid Waste handling  
2 services will be used to pay all costs incurred by the Contractor to provide for the  
3 collection, transportation, and disposal of Solid Waste.
- 4 C. Each Contractor shall ensure that its Customers are in compliance with the  
5 requirements of AB 341 and AB 1826 and shall confirm and report to the County  
6 Representative that Recyclable Materials and Compostable Materials are either:  
7 1. Collected by the Contractor  
8 2. Self-hauled by the Customer  
9 3. Collected by another Recycling Hauler, NEWHA Hauler or ESAP Hauler  
10 permitted to operate in the County
- 11 D. Each Contractor shall deposit Collected Solid Waste at a permitted Solid Waste  
12 Facility.
- 13 E. Each Contractor shall begin Solid Waste Handling Services on the Effective Date  
14 for the full implementation and enforcement of this chapter.
- 15 F. Each Contractor shall limit Collection to six a.m. to seven p.m. in residential  
16 zones, and each Contractor shall limit collection to four a.m. to six p.m. in  
17 commercial zones; provided, however, that the County reserves the right to  
18 require collection no earlier than six a.m. in commercial areas located near  
19 residences.
- 20 G. Each Contractor shall submit annual and quarterly reports to the County.  
21 Contents of the annual and quarterly reports shall be as set forth in the Non-  
22 Exclusive Waste Hauler Agreements.
- 23 H. Each Contractor shall pay the County a Service Fee as set forth in the Non-  
24 Exclusive Waste Hauler Agreements. Payment of the Service Fee shall be made  
25 to the County as part of the submittal of the quarterly report.
- 26 I. Each Contractor shall be required to pay to the County Solid Waste Surcharges,  
27 for Collected Solid Waste generated in the County, whether deposited at a Solid  
28 Waste Facility located within or outside the boundaries of the County, as follows:

1 (1) the per-ton closure/post-closure maintenance fee for Solid Waste generated  
2 and Collected within the territorial boundaries of the Southeast Regional Solid  
3 Waste Commission Area, as identified in Fresno County Ordinance Code Section  
4 8.20.035; and (2) the per-ton surcharge for Solid Waste management program  
5 activities (this latter surcharge is incorporated into the tipping fee at the American  
6 Avenue Disposal Site, and thus requires no separate payment if that facility is  
7 used).

8 J. Each Contractor shall have the right to refuse to accept hazardous, medical, or  
9 infectious waste, or other waste that may not legally be disposed at a Solid  
10 Waste Facility or presents a hazard to the Contractor's employees. The  
11 Contractor shall contact the Customer and request proper disposal by Customer  
12 of such waste.

13 K. All materials a Contractor is prohibited from collecting (under any of its  
14 governmental permits) shall remain the property of the Customer that discarded  
15 such materials. The Customer shall remain solely responsible for such materials,  
16 including without limitation, the transportation and disposal of such materials,  
17 retrieval of such materials from any location to which a Contractor may have  
18 transported them and for any and all damages, losses, liabilities, fines, penalties,  
19 forfeitures, claims, demands, actions, proceedings or suits arising out of or  
20 relating to the generation, transportation, handling, cleanup, remediation or  
21 disposal of such materials.

22 L. Customers may place, at the point of collection the following items:

- 23 1. Solid Waste;
- 24 2. Recyclable Materials;
- 25 3. Organic Materials;
- 26 4. Construction and Demolition Debris

27 M. Each residential or commercial Generator of Solid Waste shall have the option to  
28 self-haul its own Solid Waste so long as the transport and disposal is performed

1 in a manner consistent with the provisions of this chapter and all other applicable  
2 laws, ordinances and regulations, including but not limited to the following:

- 3 1. Any residential or commercial Generator of Solid Waste may itself (for a  
4 commercial Generator this means performance of its Disposal services by an  
5 individual listed on its payroll as an employee), but not through an agent,  
6 transport and properly dispose of Solid Waste as defined by this chapter,  
7 generated within the unincorporated area of the County by the household or  
8 business enterprise of that Generator only.
- 9 2. Each residential or commercial Generator of Solid Waste shall be required to  
10 secure Solid Waste handling services from a Contractor with a Non-Exclusive  
11 Waste Hauler Agreement or an ESAP Hauler (pursuant to Chapter 8.21) if the  
12 Generator does not elect to self-haul its own Solid Waste.
- 13 3. Each residential or commercial Generator of Solid Waste who elects to forego  
14 the Solid Waste handling services offered by a Contractor with a Non-  
15 Exclusive Waste Hauler Agreement pursuant to this chapter shall be  
16 obligated to comply with all applicable legal requirements governing the  
17 transport and disposal of Solid Waste, including but not limited to such "self-  
18 hauler reporting requirements" as may be mandated by subsequent  
19 amendment to this chapter.

20 N. Waste consisting of flammable liquids, anti-freeze, insecticides, poisons,  
21 caustics, acids, explosives, liquid paint or other household hazardous waste  
22 material, shall not be placed for collection, but rather shall be delivered to a  
23 designated hazardous waste facility consistent with Applicable Law, or at a  
24 County-sponsored household hazardous waste drop-off event. The unlawful  
25 disposal of hazardous waste, household hazardous waste, or medical and  
26 infectious waste is illegal and already subject to appropriate remedies under  
27 existing law. Hazardous waste and medical and infectious waste shall not be  
28 placed by Customers for Collection by means of Solid Waste handling services



1 provided by Contractors pursuant to this chapter, but rather shall be handled by  
2 Customers in accordance with all applicable legal requirements.

3 O. It is unlawful for any individual, firm or entity to establish, operate or carry on the  
4 business of collection, transport and/or disposal of Solid Waste, Recyclable  
5 Material, Organic Material and Construction and Demolition Debris in the  
6 unincorporated areas of the County, except:

- 7 1. NEWHA Haulers operating in conformance with the provisions of this chapter;
- 8 2. ESAP Haulers operating in conformance with Chapter 8.21;
- 9 3. Recycling Haulers operating in conformance with Chapter 8.23;
- 10 4. Materials which otherwise would constitute Solid Waste that are removed  
11 from premises by a landscaping, gardening or construction contractor as an  
12 incidental part of a gardening, landscaping, tree trimming, cleaning,  
13 maintenance, construction or similar service offered by that contractor rather  
14 than a hauling service;
- 15 5. Recyclable Material, Organic Material or Construction and Demolition Debris  
16 generated by a Customer and donated or sold by the Customer;
- 17 6. Self-haul materials, which are delivered by an individual (or for a commercial  
18 Generator, where the disposal services are provided by an individual listed on  
19 the Generator's payroll as an employee), directly to a Processing Site, or  
20 Solid Waste Facility in a manner consistent with any and all other laws,  
21 regulations or ordinances now or hereafter applicable.

22 P. This chapter is not intended to prohibit the collection, transport and disposal of  
23 any items of Excluded Waste beyond those restrictions already applicable under  
24 existing laws, regulations or ordinances in effect as of the date of enactment of  
25 this chapter.

26 Q. Non-Exclusive Waste Hauler Agreements, Required Terms. The County  
27 Representative shall cause to be prepared a standard form of Non-Exclusive  
28 Waste Hauler Agreement, which shall be approved by the Board of Supervisors

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

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

19 8.24.100 Revocation or Suspension of Permit.

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

25 A. Interim Suspension

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

1 general welfare of the County.

2 B. Notice of Hearing on Suspension or Revocation of Permit

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

13 C. Revocation

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

19 D. Appeals

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

27 The Director of the Department of Public Works and Planning shall review and  
28 resolve all appeals. The hearing on any appeal shall be conducted before the

1 Director, or in the discretion of the Director, before a hearing officer appointed  
2 by the Director who will provide a recommended decision to the Director.  
3 Failure by Contractor to pursue a timely appeal shall be deemed a failure to  
4 exhaust administrative remedies.

5 E. Customer Notification

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

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

17 8.24.110 Severability

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

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