

**ORDINANCE NO. 2007-01**

**OF THE EL DORADO HILLS COMMUNITY SERVICES DISTRICT  
ESTABLISHING MANDATORY GARBAGE SERVICE, PROVIDING  
RULES AND REGULATIONS GOVERNING THE COLLECTION,  
HANDLING AND DISPOSAL OF SOLID WASTE  
AND OTHER OPERATING REGULATIONS**

WHEREAS, the Board of Directors finds and declares:

A. That, pursuant to the California Integrated Waste Management Act of 1989 (Public Resources Code Sections 40000 et seq.), the Legislature has mandated that local agencies make adequate provisions for Solid Waste handling within their jurisdictions; and

B. That to protect the health, safety and welfare of the District's constituency, it is in the public's best interest to establish exclusive franchises for the mandatory collection, disposal and processing of solid waste and recyclable materials.

C. That, pursuant to Government Code section 61600, the District is authorized to exercise its powers for the purpose of the collection or disposal of garbage or refuse matter and, pursuant to Government Code section 61616, may contract for the collection and disposal of garbage or refuse matter.

The Board of Directors of the El Dorado Hills Community Services District ordains as follows:

**Section 1: Repeal of Ordinance No. 2003-01** Ordinance No. 2003-01 of the El Dorado Hills Community Services District is hereby repealed and superseded by this Ordinance.

**Section 2: Definitions** Whenever the following terms are used in this Ordinance, they shall have the following meanings:

A. AB 939

"AB 939" shall mean the California Integrated Waste Management Act of 1989, codified at Public Resources Code section 40000 et seq., as it may be amended from time to time.

B. Biomedical Waste

"Biomedical Waste" means Solid Waste or other materials, substances or items which may be reasonably considered infectious, pathological or biohazardous, originating from hospitals, public or private medicals clinics, departments of research laboratories, pharmaceutical industries, blood banks, forensic medical departments, mortuaries, veterinary facilities and other similar facilities and includes (without limitation) equipment, instruments, utensils, fomites, laboratory waste (including pathological specimens and fomites attendant thereto), surgical facilities, equipment, bedding and utensils (including pathological specimens and disposal fomites attendant thereto), sharps (hypodermic needles, syringes, etc.), dialysis unit waste, chemotherapeutic waste, animal

carcasses, offal and body parts, biological materials (vaccines, medicines, etc.), and other similar materials, but excluding any such waste which is determined by evidence reasonably satisfactory to the District to have been rendered non-infectious, non-pathological and non-biohazardous.

C. Board of Directors.

“Board of Directors” shall mean the Board of Directors of the El Dorado Hills Community Services District.

D. Bulky Waste.

“Bulky Waste” means large items of Solid Waste such as appliances, furniture, large auto parts, trees, branches, stumps and other oversize wastes.

E. Collection.

“Collection” means the operation of gathering together and transporting to the point of disposal or processing any garbage, refuse, rubbish, solid waste, recyclable, transformable or compostable waste materials.

F. Collection Premises.

“Collection Premises” means every improved property, including but not limited to, every Single Family Unit, Communal Single Family Unit and Multi-family Unit usable for human habitation whether or not inhabited, and all commercial and industrial premises usable for business purposes. “Collection Premises” shall also include any construction or demolition site where Solid Waste is being generated.

G. Commercial Solid Waste.

“Commercial Solid Waste” includes all types of Solid Wastes generated by commercial, industrial, governmental and other sources (including without limitation construction and demolition sites) which have been placed in an authorized Solid Waste container used for the temporary storage of Solid Waste awaiting pickup. The term “Commercial Solid Waste” does not include hazardous wastes, except household hazardous waste inadvertently commingled with Solid Waste, generated by commercial, industrial, governmental and other sources and which are placed in separate containers and which are covered by hazardous waste manifests.

H. Communal Single Family Units

“Communal Single Family Units” shall mean two or more separate dwellings which are situated on or among communal real property, i.e., a mobile home park, duplexes, condominium complex, townhouses, etc., which receive either communal refuse and/or recycling services or individual refuse and/or recycling services.

I. Franchisee.

“Franchisee” means any person that has entered into a franchise agreement with the District to collect, remove, transport, process or dispose of solid waste or recyclables or compostables.

J. Franchise Fee.

“Franchise Fee” means the fee or assessment imposed by the District on any Franchisee solely because of its status as party to a franchise agreement, and which, inter alia, is intended to compensate District for its expenses in administering the franchise agreement and to fund other waste management activities.

K. Hazardous Waste or Materials.

“Hazardous Waste or Materials” means any and all of the following:

(a) wastes, materials or substances defined or characterized as hazardous waste by the Federal Solid Waste Disposal Act, as amended, including the Resource Conservation and Recovery Act of 1976 (42 U.S. C. Section 6901, et seq.) As amended from time to time, or regulations promulgated thereunder;

(b) waste, materials or substances defined or characterized from time to time as hazardous waste by the principal agencies of the State of California (including without limitation the Department of Health Services, the California Water Resources Control Board, and the California Integrated Waste Management Board) having jurisdiction over hazardous waste generated by facilities within the State, and pursuant to any other applicable government regulations;

(c) wastes, materials or substances, the storage, treatment, transportation or disposal of which is subject to regulation under the Toxic Substances Control Act, 15 U.S. C. §§ 2601-2654, as amended from time to time, or regulations promulgated thereunder;

(d) radioactive wastes, materials, substances or items, the storage, treatment, transportation or disposal of which is subject to government regulations; and

(e) wastes, materials, substances or items which contain polychlorinated biphenyls.

The term “Hazardous Waste” will be construed to have the broader, more encompassing definition where a conflict exists in the definitions employed by two or more governmental entities having concurrent or overlapping jurisdiction over Hazardous Waste.

L. Industrial Solid Waste.

“Industrial Solid Waste” means all Solid Waste and semi-solid waste which results from industrial processes and manufacturing operations.

M. Multi-Family Units.

“Multi-Family Units” shall mean a dwelling which includes two or more individual living units and which receives communal refuse and/or recycling services.

N. Owner.

“Owner” shall conclusively be deemed to be the person to whom the taxes on the property are assessed as shown on the last equalized assessment roll of the County, or alternatively, from such records of the County assessor or tax collector as contain more recent information.

O. Occupant.

“Occupant” shall mean any person actually occupying any premises within the territorial boundaries of the District either as owner or tenant, by contract or otherwise, including persons or businesses occupying or using any industrial or commercial premises.

P. Recyclables or Recyclable Material.

“Recyclables or Recyclable Material” means materials which are reused or processed or are in the future reused or processed into a form suitable for reuse through reprocessing or remanufacture, consistent with the requirements of the California Integrated Waste Management Act. The term “Recyclables or Recyclable Material” includes transformable and compostable materials. The term “Recyclables or Recyclable Material” includes paper, newsprint, printed matter, pasteboard, paper containers, cardboard, glass, aluminum, PET, HDPE, and other plastics, beverage containers, compostable materials, used motor oil, automotive batteries, anti-freeze, latex paint, brick and store in reusable size and condition, and other such materials designated by the District’s General Manager or designated a Recyclables by the California Integrated Waste Management Board, or other agency with jurisdiction.

Q. Residential Solid Waste.

“Residential Solid Waste” means all types of Solid Waste which originate from Single-Family Units and from Communal Multi-Family Units which receives collection and/or recycling service on an individual basis.

R. Single-Family Unit

“Single-Family Unit” means a dwelling which receives individual refuse and/or curbside recycling service.

S. Solid Waste

“Solid Waste” means all putrescible and nonputrescible solid, semi-solid, and liquid wastes, including residential, industrial, commercial and municipal garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, discarded

home and industrial appliances, manure, vegetable or animal solid and semi-solid wastes, and other discarded solid and semi-solid wastes.

T. Special Wastes

“Special Wastes” shall mean any designated wastes, as defined in 23 Cal. Code of Regs. §2522, and special handling waste generated by industrial facilities or processes, but shall not include “hazardous waste” as defined herein. Special wastes shall include: asbestos, sewage sludge, water treatment sludge, drilling muds, grease wastes, contaminated soils, shredder waste, agricultural wastes, filter cake/de-watered sludge, scrap metal, spent catalyst fines, refinery ash and byproducts; except where any such wastes are deemed hazardous waste.

U. Yard Waste

“Yard Waste” shall mean leaves, grass clippings, prunings, pine needles and other natural organic matter discarded from public, commercial, or residential landscapes.

**Section 3: Mandatory Service**

A. Mandatory Collection Area. A mandatory collection area is established and shall consist of all Collection Premises located in the territorial boundaries of the District except those premises located in the agricultural and rural areas exempted from mandatory service by resolution of the Board of Directors. In any area exempted from mandatory service, the District may, but is not required to, provide for elective service for the residents thereof by contract or otherwise.

B. Liability for Payment of Fees - - Mandatory Collection. Each owner, occupant or person in possession, charge or control of any Collection Premises located in a Mandatory Collection Area is hereby made liable jointly and severally for the payment of the solid waste collection, processing and disposal fees levied against such premises for required solid waste collection, processing and disposal services, irrespective of the actual use of the service provided by the District or grantee. Services made available to those premises required to receive such service shall be considered as services utilized. It shall be the primary duty of the owner of such premises to provide for the payment of the services.

C. Billing Cycle and Penalty for Delinquent Payments. Solid Waste collection fees may be billed and paid in advance every two months. Payment shall be due upon, and shall become delinquent fifteen days after the date of any billing. A finance charge and late payment penalty as permitted by law shall be added at the end of each month following the delinquency date.

D. Discontinuation of Service. The District or grantee may discontinue service for any customer whose account remains unpaid for sixty (60) days after the date of billing as long as the customer has receive a notice on a form approved by the General Manager of the District stating that the service will be discontinued fifteen (15) days from the date of the notice if payment is not made by that time. Upon payment of the delinquent fees, collection shall resume on the next regularly scheduled collection day. Fees shall be continued to be assessed and billed notwithstanding that service has been discontinued, and notice of same shall be included in the form sent to the customer.

E. Fee a Civil Debt. The fees levied for service for Solid Waste collection shall constitute a civil debt and liability owing to El Dorado Hills Community Services District and/or any grantee from the person using or chargeable for such services and shall be collectible in the manner provided by law.

F. Lien for 90 Day Delinquencies. If the charges for collection service are, on June 30 of each year, delinquent and unpaid for a period of 90 days, such charges shall become a lien on the real property upon which the premises are located and the property owner shall be notified as follows:

“Pursuant to the authority of District Ordinance No. \_\_\_\_\_, the Board of Directors of the El Dorado Hills Community Services District will hold a public hearing on \_\_\_\_\_ at \_\_\_\_\_, In the District office, El Dorado Hills, California to determine whether a certain delinquent garbage collection service charges in the amount of \$\_\_\_\_\_ shall be a lien against the following described property: \_\_\_\_\_”

The Board shall hold a public hearing upon the delinquent and unpaid charges and any owner, occupant or person in possession may appear and object to the charges or any portion thereof. If the Board finds and declares that such charges are true and correct, the Board may pass a resolution making such charges a lien upon the real property from which service was furnished or chargeable.

The General Manager shall transmit a copy of the resolution containing the list of delinquent amounts and properties against which they constitute a lien to the tax collector and the Recorder of the County of El Dorado for inclusion in the assessment roll against the property. Upon payment of the lien amount and any costs incurred by the District for recording the lien or any release of lien, the General Manager may execute and file a release of lien.

**Section 4: Receptacles**

A. All residential solid waste and recyclables must be placed in authorized receptacles or containers as provided in the Ordinance. Receptacles or containers for residential solid wastes and recyclables shall be of a size and type approved by the General Manager. Receptacles for residential solid waste shall be placed at ground level, obscured from public view, and shall be placed on collection days in a manner suitable for collection, typically at curbside, but in no case shall they be placed in such a manner as to constitute a public hazard or nuisance. Unless special arrangements are made to accommodate those customers unable to place their receptacles at curbside, no collection shall take place unless the waste is placed in front of the residence prior to collection time. Each customer receiving residential solid waste service shall be supplied with as many authorized receptacles as needed by the customer to handle the waste stream of the residence. Receptacles may consist of waste carts of varying sizes and capacities. Receptacles must be returned when no longer used or upon cancellation of service.

B. No person shall deface, damage, paint or in any way mark any authorized receptacles. Customers may be charged for replacement of waste carts which have been damaged or lost due to the fault or neglect of the customer under appropriate circumstances. The General Manager shall determine whether a customer will be charged for the replacement.

**Section 5: Collection**

A. Collection Premises within the Mandatory Service area shall receive service at least one time per week on a schedule approved by the General Manager and more often as required to protect the public safety, health and well-being.

B. Single Family Units shall receive solid waste collection service at curbside at least once per week.

C. Communal Single Family Units shall receive solid waste collection service either individually utilizing single family type receptacles or communally utilizing receptacles used for multi-family units. Whether service is provided by pick up of individual curbside receptacles or by emptying communal receptacles shall be decided upon after consultation with the person or entity in charge of the communal property, i.e., property manager, homeowner's association, etc. and frequency of service shall be made not less than once per week, and more frequently if required to handle the waste stream of the premises where the containers are located, in a manner consistent with public health and safety.

D. Multi-family units shall receive communal solid waste collection service not less than once per week, and more frequently if required to handle the Multi-Family Unit waste stream of the premises where the containers are located, in a manner consistent with public health and safety.

E. Bulky Wastes which cannot be disposed of in authorized receptacles may be disposed by special arrangements with any franchisee.

**Section 6: Requirement of Franchise Agreement for Solid Waste Collection Business**

A. Franchise Agreement. No person shall establish, operate or carry on the business of collecting, transporting or disposing of solid waste or recyclables within the District unless a franchise agreement has been entered into between such person and the District. The Board shall determine at its sole option and discretion whether to enter into any new or renewed franchise agreement with any person. Any franchise agreement entered into by the District shall, among other things, contain provisions for the protection of the public health, safety and welfare and provide that the Board may review, approve and set the rates, as applicable, to be charged customers by the franchisee.

B. Exceptions. A franchise agreement is not required for: (1) bona fide charities qualifying as such under Internal Revenue Code section 401(c) (3) which engage in the collection and sale of recyclable materials but no other activities regulated under this Ordinance; (2) persons which handle, haul, or transport solid waste or recyclable materials generated by or from his/her own residence or business operations for purposes of disposing of the same at an authorized disposal area, processing facility or transfer station; (3) a person or entity contracts for the removal and disposal or recycling of inorganic refuse or garden waste and such removal and disposal or recycling are incidental to work such as remodeling or gardening performed by the person or entity removing and disposing or recycling such inorganic refuse or garden waste for a customer.

**Section 7: Franchise Collection Rates and Franchise Fee.**

A. Franchise Fee. Any franchise agreement entered into by the District shall provide for the payment of a franchise fee to the District by the franchisee.

B. Rates. The franchisee shall charge one uniform rate for each class of service rendered as fixed by resolution of the Board. The Board shall set the rates to be charged by the franchisee at such times as the Board deems appropriate. The rates shall be set by the Board of Directors for the purpose of reimbursing the franchisee for its reasonable costs of doing business. The Board shall have the discretion, which shall be reasonably exercised, to review and approve or disapprove the reasonableness of the nature and extent of all such costs and expenses.

**Section 8: Application for Rate Modification.**

The District may on the first meeting of the Board after July 1 of every second year or as soon thereafter as the Board can act thereon, call and hold a public hearing on the rates fixed hereunder. Further hearings to revise said rates may be called, at any time, on the request of any interested person or on the Board's own motion, provided, however, in any case no hearings shall be held until notice of the time and place of such hearing has been published once each week for two consecutive weeks in a newspaper of general circulation, published in the County of El Dorado.

**Section 9: Responsibilities of Solid Waste Generators.**

A. Responsibility of Property Owner. The owner of any property, including any residence, commercial establishment, institution or industry, vacant or occupied, shall be responsible for the satisfactory storage and removal of all solid waste accumulated on that property. In those instances where a person rents or leases to another, the property owner or his agent shall be ultimately responsible for solid waste generated or stored on those premises should said waste remain on the premises during or beyond the tenant term. Excepting disruptions in normal solid waste collection schedules, non-recyclable wastes shall not be allowed to remain on the premises for more than seven (7) days, to prevent propagation, harborage, or attraction of flies, rodents or other vector, and the creation of nuisances.

For the purposes of this section, disruptions in normal solid waste collection schedules shall be limited to where:

- i. Disruptions are due to strikes; or
- ii. Severe weather conditions or acts of God make collection impossible using normal collection equipment; or
- iii. Official holidays interrupt a normal seven-day collection cycle in which case collection may be postponed until the next working day.

Recyclable materials separated from non-recyclable wastes may be stored on the premises for longer than seven days provided that the recyclable materials are cleaned and/or stored in a manner that prevents propagation, harborage, or attraction of flies, rodents or other vectors, or the creation of nuisances or fire hazards.

B. Solid Waste and Recyclable Materials Ownership

- i. Except as provided herein above, all solid wastes and recyclable materials are the property of the person gathering them until:
  - a. The solid wastes and/or recyclable materials are legally disposed of in an authorized disposal site; or
  - b. The solid wastes and/or recyclable materials are legally deposited at an authorized transfer station, processing facility, buy back center or drop off recycling center; or
  - c. The solid wastes and/or recyclable materials are picked up by a franchisee authorized by the Board.

- ii Solid wastes and recyclable materials legally placed for disposal and/or processing becomes the property and responsibility of the franchisee upon receipt of the solid waste or material.
- iii No person shall remove solid wastes and/or recyclable materials placed for collection other than the person generating or responsible for the waste or by the franchisee or permittee.

**C. Construction/Demolition Projects**

- i. It shall be unlawful for the owner, agent or contractor in charge of any construction or demolition site to cause, maintain, permit, or allow to be caused, maintained or permitted the accumulation of any solid waste and litter on the site before, during or after completion of the construction or demolitions project.
- ii. It shall be the duty of the owner or contractor in charge of any construction or demolition site to have adequate containers on site for the disposal of solid waste and litter and to make appropriate arrangements for the collection thereof by a Franchisee or the personal transportation by the owner or contractor in charge of such construction or demolition site to an authorized facility for final disposal. While the container is on-site, substantial provisions shall be employed by the owner or contractor to prevent the blowing or falling of solid waste from the container so as to prevent a littering condition.
- iii. The owner or contractor in charge of such construction or demolition site may be required at any time to show proof of appropriate collection, or if personally transported, of final disposal at an authorized facility.

**Section 10: Prohibited Acts**

A. No person shall deposit or permit to be deposited on, over, or along, any public road, highway, right-of-way or public or private property within the boundaries of the District any solid waste or litter except in containers or in areas lawfully provided for or permitted for that use.

B. The existence or accumulation, without the authority of the District, of litter, trash, scrap materials, junk parts, garbage or refuse of any kind upon private property shall be prohibited, provided that said refuse is visible to the occupants of an adjacent or nearby parcel of real property, or to the users of any right-of-way. It shall be unlawful to allow accumulations of waste paper, litter or combustible or flammable waste materials or rubbish of any kind to remain in any court, yard, vacant lot or open space.

C. It shall be unlawful for any owner, manager or employee of a commercial establishment or institution to deposit solid waste from the establishment or institution in any receptacle maintained on a sidewalk or at any other location for disposal of litter by pedestrians.

D. No person shall dump, deposit, or otherwise dispose of any hazardous or biomedical waste onto land, into soil, rock, air, or water or at unauthorized disposal sites, transfer stations, resource recovery facilities, transformation facilities, buy back centers, drop-off recycling centers, or any container to be collected and ultimately deposited, unless otherwise approved in advance and in writing by the Board or the General Manager.

E. No person shall burn or incinerate solid waste except as permitted by the El Dorado Hills fire department or other agencies having jurisdiction.

F. No person shall tamper with, modify, remove from, or deposit solid waste or recyclable materials in any container which has not been provided for his/her use, without the permission of the container owner.

G. No person shall place solid waste upon the land of another, or in a residential or commercial solid waste receptacle of another, or upon premises other than those from which the solid waste originated, for the purpose of making waste available for collection and disposal.

H. No person shall, other than the owner or franchised recyclable materials hauler, tamper with, modify, or deposit wastes into recyclable materials that have been segregated from non-recyclable wastes and placed at a designated collection location for the purpose of collection and recycling. Unless otherwise provided by contract, all recyclable materials which are segregated from non-recyclable wastes for the purpose of recycling, and placed at a designated collection location, may not be removed by anyone other than the franchised recyclable materials collector or owner.

### **Section 11: Service Interruption**

The District will exercise reasonable diligence to provide continuous and adequate service to consumers and to avoid any interruption in service, but cannot guarantee complete freedom from interruption. The District shall have the right to suspend service temporarily or adjust collection schedules. The District shall not be liable for interruption, insufficiency of service or any loss or damage occasioned thereby.

### **Section 12: Disposition of Revenues**

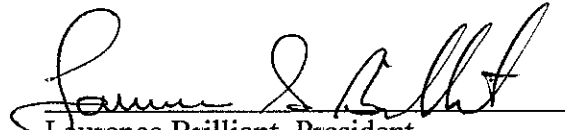
The General Manager and any franchisee shall keep an accurate accounting and records showing the source, amount and disposition of all funds received by the District under this Ordinance.

**Section 13: Complaint Procedures**

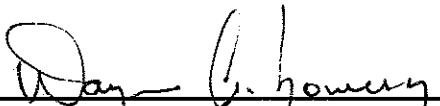
The General Manager shall approve and adopt a complaint procedure whereby customers may file complaints regarding service or any other matter arising out of the services provided under this Ordinance.

**PASSED AND ADOPTED** this 10th day of May, 2007 by the following vote:

AYES: Brilliant, Masters, Rogozinski, Trapani, Vandegrift  
NOES: -  
ABSENT: -  
ABSTAIN: -

  
\_\_\_\_\_  
Laurence Brilliant, President  
Board of Directors

ATTEST:

  
\_\_\_\_\_  
Wayne A. Lowery, General Manager  
Secretary to the Board of Directors