

The Waste Collection Services Act of 2024

The People of the Town of Windsor ordain as follows:

SECTION 1. Title

This ordinance shall be known as the Waste Collection Services Act of 2024.

SECTION 2. Findings

The people of the Town of Windsor ordain as follows:

- (a) Under California Public Resources Code Sections 49300 and 40059(a), the Town Council is authorized to enter into contracts for waste collection and disposal and may determine the collection, transportation, service, fees, nature, location, and extent of solid waste handling services, and whether a franchise or contract for solid waste handling should be competitively bid.
- (b) In 1996, the Town enacted via ballot initiative the “Refuse, Recycling and Composting Competitive Bid Ordinance,” which subjected all Town recycling, solid waste, and green collection programs to a competitive bid process, and an agreement length of no more than 10 years.
- (c) California’s waste management rules and obligations have grown increasingly complex since the passage of the 1996 ballot initiative, thereby increasing the compliance burdens on waste management companies seeking to contract with the Town.
- (d) In 2011, Assembly Bill 341 was passed, requiring specified commercial businesses and multi-family property owners to arrange for recycling services and the Town to implement a commercial recycling program.
- (e) In 2014, Assembly Bill 1826 was passed, requiring specified commercial businesses and multi-family property owners to arrange for recycling services and required the Town to implement a commercial organic waste recycling program.
- (f) In 2020, California adopted regulations implementing Senate Bill 1383, which require the Town to support achievement of statewide organic waste disposal reduction targets and adopt an ordinance or other enforceable mechanism to implement Senate Bill 1383 regulations.
- (g) In 2021, the Town adopted Ordinance No. 2021-358, to bring the Town’s municipal code in compliance with Senate Bill 1383’s regulations.
- (h) Solid waste management companies seeking to contract with the Town have had to make significant investments to expand their infrastructure and services, in order to maintain compliance with California’s increasingly complex waste management rules.
- (i) A 10-year franchise for solid waste collection services may not be economically viable for waste management companies that have made long term infrastructure investments to secure compliance with California’s waste management regulations.
- (j) The Town’s competitive bid mandate and 10-year agreement limit may discourage waste management companies from seeking to contract with the Town, which could reduce the number of waste management companies willing to franchise with the Town and threaten the overall quality of waste collection services in the Town.

- (k) The Town Council needs more discretion to determine the type of bidding process that applies to contracts with waste management companies, and the duration of such contracts, in order to adapt to the increasing amount of time and investment companies must expend to maintain compliance with California's waste management regulations.
- (l) Because the "Refuse, Recycling and Composting Competitive Bid Ordinance" was enacted by initiative, a vote of the People of the Town of Windsor is required to change these requirements.

SECTION 3. Statement of Purpose

The purpose of this measure is to repeal the Refuse, Recycling and Composting Competitive Bid Ordinance and provide the Town with the flexibility necessary to successfully negotiate waste management franchises, in order to maximize the quality of solid waste collection services available to Town residents.

SECTION 4. Section 11-1-300 of Title XI, Chapter 1, Article 3 of the Town of Windsor is repealed.

SECTION 5. Section 11-1-300 to Title XI, Chapter 1, Article 3 of the Town of Windsor is added to read as follows:

11-1-300 –Town Council Authority to Contract for Solid Waste Collection Services

a. The Town Council, pursuant to the authority granted by California Public Resources Code Section 49300 and 40059 and considering the public health, safety, and well-being of the Town, shall determine whether solid waste collection services, recycling, green waste collection services or similar services shall be provided through a competitive bidding process.

b. The Town Council shall also have the discretion to determine the duration of any agreement entered into relative to the subjects specified in subsection (a) of this section.

SECTION 6. Section 11-1-305 in Title XI, Chapter 1, Article 3 of the Town of Windsor is amended to read as follows:

11-1-305 – Exclusive Solid Waste Collection Services Franchise

- a. The Town may grant an exclusive franchise for solid waste collection services ~~for a period not to exceed ten (10) years~~ in accordance with the provisions of this title. The franchise shall be evidenced by a written exclusive franchise agreement approved by the Town Council. The agreement shall contain such terms and conditions as required by this Section and any additional terms and conditions as are determined by the Town Council to be in the best interests of the Town.

- b. The exclusive franchisee shall be required to furnish a surety bond as specified in the agreement conditioned upon the faithful performance of the agreement and the provisions of this title. The agreement shall provide the exclusive franchisee with the sole and exclusive right to provide solid waste collection services in the Town.
- c. The exclusive franchise agreement shall require the exclusive franchisee to procure and maintain for the period covered by the proposed franchise agreement general liability insurance, automobile insurance, and workers' compensation insurance.
- d. Notwithstanding subsection (b) of this section, the Town Council, upon the written request of any public agency, may by motion authorize the public agency to contract for its own solid waste collection services; provided, however, that such services shall comply with all the requirements of this title.
- e. The Town's exclusive franchisee providing organic waste collection services to generators within the Town's boundaries shall meet the following requirements and standards as a condition of approval of the exclusive franchise agreement with the Town to collect organic waste:
 - 1. Through written notice to the Town annually on or before February 1, identify the facilities to which they will transport organic waste including facilities for source separated recyclable materials and source separated organic waste.
 - 2. Transport source separated recyclable materials and source separated organic waste to a facility, operation, activity, or property that recovers organic waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 - 3. Obtain approval from the Town to haul organic waste, unless it is transporting source separated organic waste to a community composting site or lawfully transporting construction and demolition in a manner that complies with 14 CCR Section 18989.1.
- f. The Town's exclusive franchisee with authorization to collect organic waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement entered into with Town.

SECTION 7. Section 11-1-315 in Title XI, Chapter 1, Article 3 of the Town of Windsor is amended to read as follows:

11-1-315 – Non-Exclusive Franchise- Temporary Construction and Demolition Debris Collection Services

- a. The Town may grant one (1) or more non-exclusive franchises for temporary construction and demolition debris collection services ~~for a period not to exceed ten (10) years each~~ in accordance with the provisions of this title. Each franchise shall be evidenced by a written non-exclusive franchise agreement approved by the Town Council. The agreement shall contain such terms and conditions as required by this section and any additional terms and conditions as are determined by the Town Council to be in the best interests of the Town.
- b. Each non-exclusive franchise agreement shall require the non-exclusive franchisee to provide temporary construction and demolition debris collection services in the Town, in the manner provided in this title. Each non-exclusive franchisee shall be required to furnish a surety bond as specified in the agreement conditioned upon the

faithful performance of the agreement and the provisions of this title. The agreement shall grant the non-exclusive franchisee the non-exclusive right to provide temporary construction and demolition debris collection services in the Town.

- c. Each non-exclusive franchise agreement shall require the non-exclusive franchisee to procure and maintain for the period covered by the proposed franchise agreement general liability insurance, automobile insurance, and workers' compensation insurance.
- d. Notwithstanding subsection (b) of this section, the Town Council, upon the written request of any public agency, may by motion authorize the public agency to contract for its own temporary construction and demolition debris collection services; provided, however, that such services shall comply with the provisions of this title.
- e. The Town's non-exclusive franchisee(s) providing organic waste collection services to generators within the Town's boundaries shall meet the following requirements and standards as a condition of approval of the non-exclusive franchise agreement with the Town to collect organic waste:
 1. Through written notice to the Town annually on or before February 1, identify the facilities to which they will transport organic waste including facilities for source separated recyclable materials and source separated organic waste.
 2. Transport source separated recyclable materials and source separated organic waste to a facility, operation, activity, or property that recovers organic waste as defined in 14 CCR, Division 7, Chapter 12, Article 2.
 3. Obtain approval from the Town to haul organic waste, unless it is transporting source separated organic waste to a community composting site or lawfully transporting C&D in a manner that complies with 14 CCR Section 18989.1.
- f. The Town's non-exclusive franchisee with authorization to collect organic waste shall comply with education, equipment, signage, container labeling, container color, contamination monitoring, reporting, and other requirements contained within its franchise agreement entered into with Town.

SECTION 8. Section 1-6-115 in Title I, Chapter 6, Article 1 of the Municipal Code of the Town of Windsor is amended to read as follows:

1-6-115 – Exception to Competitive Bidding

Conditions which constitute sufficient cause to dispense with the requirements of Sections 1-6 100 and 1-6-105 are:

- a. Contracts involving acquisition of professional or expert services, such as, but not limited to, services rendered by architects, attorneys, engineers, and other specialized consultants;
- b. Products or services which can be provided by only one (1) supplier or only from one (1) source due to a patent or copyright;
- c. Contracts for advertising, ordinary travel expense items, subscription to publications;
- d. Situations where no bids have been received following bid announcements or all bids received exceed budget appropriations or cost estimates;
- e. Emergency conditions which require that an order be placed with the most expedient source of supply;

f. Products or services for which other public agencies have gone through a competitive bidding process and are able to have the bid prices they received extended to the Town of Windsor. These "cooperative purchasing" or "piggyback purchasing" agreements may satisfy the competitive bidding requirement and the Purchasing Agent does not need to solicit additional bids;

g. Non-exclusive franchise agreements for the provision of solid waste collection services recycling, or green waste collection services;

h. Partially exclusive or wholly exclusive franchise agreements for the provision of solid waste collection services, recycling, or green waste collection services where the Town Council determines that public health, safety, and well-being requires a partially or wholly exclusive franchise;

~~g.~~ i. Items exempt by law.

SECTION 9. Severability

If any provision of this Ordinance or the application thereof to any person or circumstance is held invalid or unconstitutional by a court of competent jurisdiction, such invalidity or unconstitutionality shall not affect any other provisions or applications. To that end, the provisions of this Ordinance are declared to be severable. It is the intent of the voters that this Ordinance would have been enacted regardless of whether any invalid provision had been included or any invalid application had been made.

SECTION 10. Liberal Construction

This measure is an exercise of the initiative power of the People of the Town of Windsor to repeal the Refuse, Recycling and Composting Competitive Bid Ordinance, and it shall be liberally construed to effectuate these purposes.

SECTION 11. Amendments

The provisions of this Ordinance may be amended by a majority vote of the Town Council or upon approval by the voters of the Town of Windsor.

SECTION 12. Conflicting Measures

This measure is intended to be comprehensive. It is the intent of the People of the Town of Windsor that, in the event this measure and one or more measures relating to the Refuse, Recycling and Composting Competitive Bid Ordinance shall appear on the same ballot, the provisions of the other measure or measures shall be deemed in conflict with this measure. In the event that this measure receives a greater number of affirmative votes, the provisions of this measure shall prevail in their entirety, and all provisions of the other measure or measures shall be null and void.