

Summary of Exclusions and Exemptions Applicable to Landscape Materials under City of Reno Commercial Franchise Agreements

Summary of Franchise. The exclusive franchise applies to all “Collection Materials.” Collection Materials include all Solid Waste and Approved Recyclable Materials, excluding 1) Excluded Materials, 2) Exempted Drop Box Materials and 3) Exempted Hauler Account Materials. See definition of “Collection Materials.” Landscape materials not described in one of the three exclusions or exemptions in the prior sentence are under the exclusive franchise and can only be collected and transported by a franchisee. The exclusion and exemptions are explained below.

1. Exclusion for Landscape Materials under “Excluded Materials:”

- a. **Self-Haul by Landscapers.** Landscape Materials self-hauled from premises by landscape service providers as an incidental part of the landscaping services provided by the landscape service provider are excluded from the franchise. See “Excluded Materials” definition Section (xi).
-Landscape materials self-hauled by the landscape service provider to the service provider’s yard under this exclusion can be stored at the yard and will remain excluded from the franchise and can be hauled by non-franchise haulers so long as those landscape materials are not commingled with garbage or other franchised Collection Materials. If the landscape materials are commingled with garbage or other Collection Materials, the landscape materials and other Collection Materials are subject to the franchise and can only be collected and transported by a franchised hauler. The self-haul exclusion for landscape materials does not displace or replace the franchised collection of garbage and other Collection Materials and does not change the requirement that a landscape service provider have franchised Permanent Service for garbage and other Collection Materials.
- b. **Construction and Demolition Debris.** Landscape materials removed as part of construction, demolition, repair, etc. are excluded from the franchise. This exclusion does not apply to landscape materials resulting from landscape maintenance. See “Excluded Materials” definition Section (x) and “Construction and Demolition Debris” definition.

2. Exemption for Landscape Materials under “Exempted Drop Box Materials:”

Exempted Drop Box Materials collected and transported by an Exempted Hauler using an Exempted Drop Box as Temporary Service is exempted from the franchise. This exemption applies expressly to landscaping materials generated by landscaping and related service providers as part of their landscape services when such landscape materials are collected and transported by an Exempted Hauler using an Exempted Drop Box. If the landscape materials are commingled with garbage or other Collection

Materials, the landscape materials and other Collection Materials are subject to the franchise and can only be collected and transported by a franchised hauler. The Exemption for Exempted Drop Box Materials does not displace or replace the franchised collection of garbage and other Collection Materials and does not change the requirement that a landscape service provider have franchised Permanent Service for garbage and other Collection Materials. See definition of “Exempted Hauler,” “Exempted Drop Box Materials” and Exempted Drop Box Services.”

3. Exemption for Landscape Materials under “Exempted Hauler Account Materials:”

Landscape materials collected and transported by an Exempted Hauler from an identified Exempted Hauler Account approved by the City of Reno are exempted from the franchise. If the landscape materials are commingled with garbage, the landscape materials and garbage are subject to the franchise and can only be collected and transported by a franchised hauler. See definition of “Exempted Hauler Account” and “Exempted Hauler Account Materials.”

-The City recommends that each Exempted Hauler carefully identify and obtain approval from the City of each Exempted Account.

This document is intended as a general reference guide and does not constitute a modification, restatement or interpretation of Reno Municipal Code or commercial franchise contract requirements. This document should not be viewed as a completely accurate or comprehensive summary of all commercial franchise contracts, contract provisions or applicable city ordinances. Many important contract provisions and concepts are not covered herein and there are numerous details, exceptions and qualifications associated with the provisions described below that can only be ascertained by reviewing the applicable contract. Users of this document should not rely on the summary provisions herein and should not use this as a replacement for any contract. Use of the document for such purposes is not advised and poses significant risks. The summary set forth herein shall not be deemed to represent City's official position or interpretation of any particular contract provision.

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