

RODEO SANITARY DISTRICT

ORDINANCE NO. 99-102

As Amended May 21, 2002

AN ORDINANCE PROVIDING FOR GARBAGE AND REFUSE COLLECTION AND DISPOSAL, RECYCLABLE COLLECTION AND DISPOSAL.

WHEREAS, the California Integrated Waste Management Act, Public Resources Code Section 40000, et seq. (CIWMA), sets forth specific duties and goals with respect to disposal of solid waste and recycling; and

WHEREAS, the CIWMA and the District's enabling act (California Health and Safety Code, Sections 6400 and following) authorize the District to provide for operation, collection, disposal, control, and supervision over the systems for solid waste originating or being disposed of within its jurisdictional boundaries, and to make all rules necessary and proper to accomplish such tasks, said authority including the ability to require appropriate record-keeping to achieve and demonstrate compliance with CIWMA goals with respect to source reduction, recycling and waste disposal; and

WHEREAS, a specific goal of CIWMA is to preserve all available land-filling space within the State of California for the longest term possible by managing disposal of solid waste and recyclables; and

WHEREAS, this District has determined, in order to meet said goals and requirements of CIWMA, that the District shall enact a solid waste collection and disposal ordinance; and

WHEREAS, the Board of Directors finds that this action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to Sections 15307 and 15308 of the State CEQA Guidelines (14 CCR, Sections 15307 and 15308);

THEREFORE, be it ordained by the Board of Directors of the Rodeo Sanitary District, as follows:

ARTICLE 1: GENERAL PROVISIONS

Section 1: Definitions. For purposes of this ordinance, the following words and phrases used herein are defined as follows:

- a. "Adjacent properties" shall mean properties in close proximity, usually contiguous, neighboring and/or touching.
- b. "Discard" shall mean to abandon, release, dispose, or place for collection solid waste as refuse or without relative value in its present condition.
- c. "District" shall mean the Rodeo Sanitary District.
- d. "District Board" shall mean the Board of Directors of the District.
- e. "Franchisee" shall mean a person or entity receiving the right and privilege from the District to collect or to transport to landfill or other legally authorized disposal facilities any or all categories of solid waste kept, generated or accumulated within the District.
- f. "Green Waste" shall mean any wastes separated at their source of generation, which are organic and subject to decomposition, including, but not limited to, leaves, grass clippings, weeds, tree trimming, untreated wood waste, or shrubbery cuttings, and shall not include putrescible food wastes. Specific categories of Green Waste may be included or excluded in this definition by District ordinance, resolution, or as by franchise agreement with the District.
- g. "Hazardous Waste" means a waste, or combination of waste that, because of its quantity, concentration, or physical, chemical, or infectious characteristics may do either of the following: (1) cause, or significantly contribute to, an increase in human mortality or an increase in serious irreversible or incapacitating reversible human illness; or (2) pose a substantial present or potential hazard to human health or the environment when improperly treated, stored, transported or disposed. Hazardous Waste shall also include any material identified as a Hazardous Waste or hazardous substance under any federal, state or local public agency laws or regulations, except that, for purposes of this ordinance, "Hazardous Waste" does not include household hazardous waste to the extent it is typically found in quantities or component parts of other solid waste generated by a residential unit. Such household hazardous waste includes, but is not limited to, paints, motor oils, batteries, and pesticides manufactured for residential or garden use.
- h. "Industrial Wastes" include all types of solid wastes and semi-solid wastes that result from industrial processes and manufacturing operations. Industrial Wastes include industrial sludge.
- i. "Multi-family residential unit" shall mean a duplex, apartment, flat or other multiple-family dwelling. Multi-family residential unit shall also include any condominium, townhouse complex or mobile home park for which the conditions, covenants and restrictions or operating documents of such complex or park require group rather than individual solid waste collection.

j. "Occupant" shall mean the person or persons who reside and/or occupy any real property, including industrial, commercial, residential or vacant land, within the jurisdictional boundaries of the District.

k. "Owner" shall mean each person who owns, whether individually or jointly with others, any real property, including industrial, commercial, residential or vacant land, within the jurisdictional boundaries of the District. Owner shall include any owner of an owner-occupied dwelling; the owner of any leased or rented single family dwelling unit or multi-family dwelling unit, whether leased, rented, or owner-occupied; any person entitled to possession under a purchase contract; and the manager or representative of any such legal owner or purchaser.

l. "Person" shall mean any natural person, corporation, firm, association, partnership, joint venture, or public entity.

m. "Recycling" means the process of collecting, sorting, cleaning, treating, and reconstituting materials that would otherwise remain solid waste and returning them to the economic main stream in the form of marketable raw material for new, reused, or reconstituted products. Recycling does not include the process of "transformation," as defined at Public Resources Code *40201.

n. "Recyclable Material" means any material, in whole or in part, which is suitable for recycling. Recyclable Materials shall include, but not be limited to, the following: newspapers, glass, tin, aluminum, metal, food and beverage containers, old corrugated cartons, graded or sorted waste paper, waste motor oil, and plastic materials. Recyclable Materials are subject to this ordinance only if the owner of said Recyclable Materials discards them into the solid waste stream.

o. "Residential Unit" means any premises located within a District having bathroom and kitchen plumbing facilities, which is suitable for residential occupancy. Residential Units shall include single family dwellings. Residential Units in any multiple family Residential Unit shall consist of each separate single family dwelling located within said multiple family Residential Unit.

p. "Solid Waste" shall mean all putrescible and non-putrescible solid, semisolid, and liquid waste, including garbage (a) animal, fruit, and vegetable refuse; (b) leaves and cuttings, trimmings from trees, shrubs, and grass; (c) inorganic refuse and rubbish; (d) anything thrown away as worthless) trash, refuse, paper, rubbish, ashes, industrial waste, demolition and construction waste, abandoned vehicles and parts thereof, discarded home and industrial appliances, manure, vegetable or animal solid and semi-solid waste, and other discarded solid and semi-solid waste. Solid Waste includes Green Waste and Recyclable Materials. Solid Waste does not include sewage, sludge, any industrial sludge, industrial wastes, hazardous waste, radioactive waste regulated pursuant to the Radiation Control Law, Health & Safety Code *14960.

et seq., or medical waste regulated pursuant to the Medical Waste Management Act, Health & Safety Code * 1 1 7600, at seq.

q. "Subscriber" shall mean any person who contracts with the District for Solid Waste collection or disposal services or who receives such services from the District.

Section 2: Authority.

The District enacts this Ordinance pursuant to those power's vested to it under the Sanitary District Act of 1923, as amended, codified at Health and Safety Code, Sections 6400, et seq., and the Integrated Waste Management Act of 1989, as amended, codified at Public Resources Code, Sections 40050, et seq.

ARTICLE II: SOLID WASTE STORAGE, COLLECTION, AND DISPOSAL

Section 1: General Solid Waste Storage and Disposal

a. Restrictions.

(1) Solid Waste may only be disposed of pursuant to the terms of this Ordinance. It is unlawful for any person within the jurisdiction of the District to deposit, keep, or dispose of Solid Waste on any street, alley, gutter, parkway, or upon any lot or vacant area or other public place or way, or upon residential, commercial, industrial, or other private or public property without the express permission of the occupant, unless such Solid Waste is placed for collection as authorized by this Ordinance. It shall further be unlawful for any person to discard Solid Waste into drainage systems, sewers, or waters. Nothing in this section shall be deemed to prevent any Owner or occupant of residential or commercial property from individually transporting Solid Waste to an appropriate Solid Waste disposal facility.

(2) It shall be unlawful to intentionally discard Solid Waste by burning within the District. All discarded ashes shall be cold and free from any fire, live coals, or other substances that could spontaneously ignite.

b. Accumulation of Waste/Nuisance.

No Subscriber shall allow the accumulation of Solid Waste on the premise in a manner constituting a private or a public nuisance.

c. Hazardous Waste and Hazardous Substances.

No person shall knowingly dispose of any Hazardous Waste with any Solid Waste. All such Hazardous Wastes shall be collected, transported, and disposed of in compliance with all applicable federal, state, and local laws and regulations.

Section 2. Container Requirements.

a. Multi-family and Commercial Solid Waste Containers.

Each Subscriber of any Multi-Family Residential Unit or commercial premises shall provide, or cause to be provided, a substantially water-tight Solid Waste container with suitable handles and with a tight-fitting cover for each such premises, which will reasonably accumulate solid waste for collection, in a location and manner not to create a public nuisance. By ordinance, resolution, or agreement, the District may limit the number of allowed containers. A separate container for each Subscriber is not required if an adequately sized common disposal bin is provided. Solid Waste collection bins for residential premises shall substantially conform to any specifications for efficient collection approved by the District by ordinance or franchise agreement. Commercial Solid Waste bins shall meet the requirements established by ordinance or resolution. Bins must be clearly marked as being exclusively for the collection of solid waste.

b. Commercial Solid Waste Bin Requirements.

Solid Waste bins for commercial premises shall be appropriately sized to contain accumulated solid waste between collection periods, and shall be:

- (1) Metal lined, leak proof, and provided with a lid;
- (2) Constructed of non-combustible materials and provided with a noncombustible lid;
- (3) Approved by the District as providing adequate protection against fire hazard;
- (4) Located within an enclosure to minimize the environmental and aesthetic impacts of accumulating Solid Wastes for collection;
- (5) Free of any Hazardous Waste or infectious medical waste;
- (6) Free of graffiti and in good repair.

c. Green Waste and Recycling Containers.

(1) Where Green Waste and Recyclable Materials are collected independent of other Solid Wastes, each Subscriber shall separate and place Green Waste and Recyclable Materials in separate containers suitable to accumulate such materials for collection.

(2) If the District or a Franchisee provides containers for use for storage and disposal of such materials, said containers shall be used.

d. Filling of Containers.

No Subscriber shall fill any container with Solid Waste, above the top of the container in a manner that allows Solid Waste to escape.

e. Timing of Placement and Removal of Containers.

Subscribers shall not place Solid Waste containers for collection by the Franchisee at the curb at any time earlier than the day proceeding the day designated for collection.

f. Responsibility for Containers.

Except to the extent a Franchisee assumes responsibility for providing containers under a franchise agreement, each Subscriber shall be responsible for provision of the Solid Waste containers to be used on its respective property. Subscriber shall properly maintain said containers in a sanitary condition. Subscriber-furnished containers shall be repaired as needed by Subscriber, and containers furnished by Franchisee shall be repaired and replaced as needed by Franchisee pursuant to the terms of the applicable franchise.

ARTICLE III: SUBSCRIPTION AND FRANCHISE OF COLLECTION SERVICE

Section 1. Mandatory Subscription.

a. Either the owner or occupant of a residential or non-residential structure shall subscribe with an authorized franchisee of the District for Solid Waste services, including any available District mandated programs for Green Waste and Recyclable Materials, unless the person establishes an exemption as specified herein. The owners or occupants of two adjacent properties may apply to the District in writing to be considered as one subscriber under this section. The general manager of the District after consultation with the franchisee shall have discretion to grant such application providing that the properties are within the definitions contained herein and that service under this ordinance will not be adversely effected by the granting of such application. Maximum rates for said services will be set by the District by resolution, ordinance, or franchise agreement. Each such occupant is required to subscribe for collection and disposal services for each structure or facility for which a garbage container is required. In the case of any lease or rental residential structure, including single and multiple family Residential Units, the occupant shall subscribe for collection and disposal service for each individual Residential Unit. In the case of any lease or rental non-residential structure, including commercial and industrial facilities, the occupant shall subscribe for collection and disposal service for each individual tenant or lessee. If the owner provides a garbage bin for collection purposes as authorized, the owner shall subscribe and pay for collection and disposal services based on the garbage bin rate and not on any rate based on the number of required containers or Residential Units.

b. A Franchisee may assess additional charges if more than the subscribed number of containers or bins of Solid Waste, Recyclable Materials, or Green Waste are collected on any scheduled collection date, or if the Franchisee returns to collect Solid Waste by request on an unscheduled collection date for

that property. Where the additional collection activities, including an unscheduled return, are due to the actions of the Franchisee and are not the responsibility of the Subscriber, no additional charge may be imposed. If the Franchisee collects Recyclable Materials separately from Solid Waste, the Franchisee may recover Recyclable Materials from any commingled waste and charge the Subscriber for the reasonable cost of said additional services.

Section 2. Notice of Failure to Subscribe.

Any Franchisee shall give written notice to the District of the address of each occupied premises, whether residential, commercial, or industrial, within the District which has not subscribed for collection and disposal service with the Franchisee.

Section 3. Notice to Subscribe

a. If the District determines that any person required to subscribe for collection and disposal services as required by this Ordinance has failed to do so, the Secretary shall serve written notice upon the person and the owner of the real property, informing the person of the requirements of this Ordinance. The notice shall direct the person to subscribe with the District or the Franchisee for the required collection and disposal services within ten (10) days after service of the notice to subscribe, or, within ten (10) days, to request a hearing before the District Board period to show cause why said person should not be required to do so.

b. The notice shall state that if the person shall fail to subscribe with the District or the Franchisee for available Solid Waste collection and disposal services within the ten-day period, the Secretary may provide for collection and disposal Service. and may directly or indirectly submit bills for such collection and disposal to the person appearing as the property owner on the County tax rolls at the address indicated on the County tax rolls.

c. The notice shall further provide that on failure to pay for these collection and disposal services when due, the District, directly or indirectly, may collect these fees in any manner deemed appropriate

d. The notice specified herein shall be deemed served five (5) days from the date when said notice is deposited in the United States Post Office with postage pre-paid and addressed to the person entitled to notice at said person's last known address as shown on the assessment roll of the County of Contra Costa. If no such address is there shown, or known, then said notice shall be addressed to said person at the property that failed to have the required Solid Waste collection and disposal services or to said person at General Delivery, Rodeo, California.

Section 4. Exemption from Required Collection and Disposal Service

Any person subject to the requirements of this Ordinance may request in writing a hearing to show cause why such person should not be required to subscribe for the collection and disposal of Solid Waste. Any such written request for a hearing shall state the reasons for the request. When a hearing is requested under Section 4 the hearing shall be held before the District Manager. A hearing shall be held at a time and place fixed by the District Manager within thirty (30) days from receipt of the request or as soon thereafter as possible under the circumstances. The District Manager may exempt from the requirements to subscribe for Solid Waste collection services any person who demonstrates that the premises involved are unoccupied or are not generating any Solid Waste or other waste products. The District may revoke an exemption when the District Board determines that the premises, based on a change in use or otherwise, does not qualify for an exemption.

Section 5. Solid Waste Diversion Program Subscription Charge and Requirements.

- a. In order to meet the waste reduction and diversion goals of CIWMA, the District shall establish a District-wide recycling service program. As part of this program, the District may enter into an agreement or agreements with any person or persons granting the exclusive right and privilege of collecting, processing, and marketing of any Solid Waste, including the materials therein which may be recycled. The District shall further have the authority to determine in what manner the recycling services are to be provided and to establish appropriate rates to cover the reasonable costs for providing said services. Where Recyclable Materials or Green Wastes are collected independent from other Solid Wastes, the subscription rate for Solid Waste collection service shall include a cost to cover the reasonable costs of such services.
- b. All provisions of any ordinance or resolution establishing procedures for collecting payments for Solid Waste collection and disposal services and provisions relating to penalties for failing to pay for Solid Waste collection and disposal services when due apply equally to payment obligations with respect to recycling and Green Waste services provided pursuant to this Ordinance.
- c. Any Recycling or Green Waste Franchisee shall establish a program for collecting such material and shall notify all Subscribers to the Solid Waste collection services of the times and dates that each property shall receive such collection services.
- d. Any Recycling or Green Waste Franchisee shall provide each person subscribing to Solid Waste collection services with notice as to what materials are included in the respective collection services and the appropriate means for storing and placing such materials out for collection. A Franchisee may impose reasonable limitations on the type of materials or appropriate means for placing materials out for collection, including size or bundling restrictions, so long as

such limitations are not inconsistent with any District ordinance, resolution, order, or the terms of the franchise agreement.

e. A Recycling or Green Waste Franchisee may refuse collection from any container or bin required to contain only Recyclable Materials or Green Waste which is substantially commingled with other solid wastes, or when any container or bin contains non-de minimis quantities of hazardous substances. The Subscriber responsible for the contents of all such refused containers or bins shall properly separate or otherwise dispose of the same in a manner consistent with federal, state, and local requirements. When such commingled solid wastes are reasonably refused, there shall be no refund or pro-rating of applicable franchise service charges.

Section 6. Unauthorized Tampering with Containers and Scavenging.

All Solid Waste, once deposited in a container for collection, becomes the property of the District. No person other than the occupant, or occupant's employee, or a Franchisee shall move, remove, or interfere with any Solid Waste container or bin, or the contents thereof.

Section 7 Unlawful Collection.

It is unlawful for any person to collect or transport Solid Waste within the District unless such person is acting on the behalf of the District or the District's Franchisee, except as expressly provided in this section. The exempted substances and materials are as follows:

- (1) Green Waste removed from premises by a gardening, landscaping, or tree-trimming contractor as an incidental part of a total service offered by that contractor rather than as a transportation and disposal service.
- (2) Tree trimmings, clippings, and all similar materials generated at parks or other public locations and maintained by a public entity.
- (3) Hazardous or dangerous substances and wastes other than de minimis quantities of Household Hazardous Waste; liquid and dry caustics, acids; biohazardous materials, flammable materials; explosive materials; insecticides; and similar substances.
- (4) Medical waste regulated pursuant to the Medical Waste Management Act, Health and Safety Code, Section 11760, et seq.
- (5) Recyclable Material, including, but not limited to, aluminum, newspaper, glass, plastic, metal cans, mixed paper, and cardboard, when donated to civic, youth, or charitable (not-for-profit) organizations.

- (6) Source separated Green Waste or Recyclable Materials, when delivered to an appropriate facility for composting or recycling, by the Owner or occupant of a residential, commercial or industrial premises.
- (7) Construction and demolition debris removed from a premises by a licensed contractor as an incidental part of a total service offered by that contractor rather than as a transportation or disposal service.
- (8) By-products of sewage treatment, including sludge, got and screenings.
- (9) Containers delivered for recycling under the California Beverage Container Recycling Lifter Reduction Act, Sections 14500, et seq., California Public Resources Code.
- (10) Solid Waste removed by residential occupants and transported by them to landfills or other appropriate disposal facilities.
- (11) Excavated soil.

ARTICLE IV: FRANCHISES

Section 1. Granting and Renewing of Franchises

The Board of Directors may, from time to time, issue exclusive or non-exclusive franchises for the collection of general Solid Waste, Green Waste, and Recyclable Materials within the jurisdictional boundaries of the District. In addition, the District may issue separate franchises to different collectors for various categories of customers or wastes and Recyclable Materials being collected (e.g. a separate franchise for collection may be issued for commercial Solid Waste collection and another for residential Solid Waste collection).

Section 2. Terms and Standards of Service.

The District may set such terms of service, standards of performance, and such other requirements and conditions as it deems appropriate within the provisions of the franchise agreements, or by order, resolution, or ordinance. The District may further set such limits on the operations of the Franchisee, including, but not limited to, days and hours of operation, curbside service, disabled occupant service, on-property service, and any other type of service standards, requirements, and limitations.

Section 3. Vehicle Standards.

The District may establish such standards for vehicles and other collection equipment used by the Franchisee as the District deems appropriate. Such standards may include, but not be limited to, size of the vehicles, load limitations, height and weight limits, air emission requirements, the water-tight quality of

vehicles, noise level limitations, and requirements that vehicles and equipment comply with relevant federal, state, and local laws and regulations.

Section 4. Indemnity.

The District may require, as a condition to the granting of any franchise for collection of Solid Waste, that the Franchisee agree to indemnify the District from any acts or omissions of the Franchisee or its respective employees, agents, contractors and subcontractors, arising out of the performance of services related to the franchise agreement. The District may require additional indemnification provisions or agreements as it deems appropriate, including, but not limited to, indemnification relating to Hazardous Waste liability.

Section 5. Special Collection Events.

The District may require as a condition to the granting of any franchise, or by agreement with the Franchisee, that the Franchisee provide special collection events during the term of any franchise agreement. Such events may include, but not be limited to, seasonal or community clean-up events, Christmas tree collection and the collection of bulky items, durable goods, and other such materials.

Section 6. Educational and Promotional Services.

The District may require, as a condition to the granting of any franchise or permit for collection, that the Franchisee agree to provide education services and promotional activities-related to the disposal or recycling of Solid Waste.

Section 7. Service Rates.

The District may establish maximum service rates for the collection, transportation, and disposal of Solid Waste, including bundled or separate rates for Green Waste and Recyclable Materials. The District may, from time to time, by ordinance or resolution, amend such rates. The Franchisee shall, if authorized to bill its customers directly, charge no more than the rates authorized by the District.

Section 8. Laws and Regulations.

All Franchisees, as a the condition to the issuance of the franchise, shall be required to agree to comply with all relevant federal, state, and local laws and regulations.

Section 9. Franchise Fees.

The District may establish franchise fees to be paid by Franchisees, including, but not limited to, service-related source reduction and recycling fees, user fees,

cost-based fees for funding the District's administrative expenses and programs, and such other noncost based fees as may be lawfully imposed and as are appropriate to allow the District to carry out its responsibilities and Solid Waste-related objectives. Failure to pay franchise fees may constitute a violation of the terms of service or franchise, resulting in suspension or revocation of the franchise.

Section 10. Termination of Service to Customer.

a. The District may establish by rule or regulation, ordinance or resolution, or within the terms of the franchise agreement, or otherwise, the standard for termination of service to any customer of a Franchisee. These standards may include, but shall not be limited to, notice requirements to the customer, and to the District, and an opportunity for a hearing on any matters in dispute.

b. The District may, by ordinance or resolution, rule or order, or through the terms of the franchise agreement, establish penalties and charges for delinquent payments, and procedures for failure to pay for services, or failure to pay any Such penalties or charges.

Section 11. Customer Complaints/Dispute Resolution.

The District may set by resolution or ordinance, rule or order, or through the terms of the franchise agreement, procedures for handling customer complaints and resolution of any such disputes. The District may further set requirements concerning the manner of handling and responding to customer complaints, recording thereof, the hours of operation of any local office and the requirement of providing a local office, the after-hours receipt of and handling of customer complaints, and any other issues and matters that the District deems relevant.

Section 12. Insurance and Bonds.

The District may require, as a condition to the granting of any franchise, that the Franchisee provide such insurance as the District may require, including, but not limited to, commercial or comprehensive general liability insurance, vehicular liability insurance, and Workers' Compensation and employer liability insurance. The District may set the minimum types, conditions, and amounts of coverage for each type of insurance provided. The amounts, if any, of self-insured retention or deductibles shall be subject to approval by the District.

Section 13. Liquidated Damages.

The District may set service standards and provisions within any franchise agreement and may set forth liquidated damages that may be applied to resolve disputed issues of non-compliance with service standards.

Section 14. Records/Audits

The District may set, by order, resolution, or agreement, any appropriate reporting and records retention requirements and auditing procedures for generators or collectors of Solid Waste.

Section 15. Defaults/Termination of Service.

The District may establish provisions concerning procedures for termination of the franchise agreement, including when, and under what circumstances, the immediate termination or suspension is justified, and under what circumstances notice and opportunity for hearing and right to cure are appropriate. Conduct constituting default and justifying termination of the franchise may include violation of District Ordinance, other laws and regulations, or any breach of the franchise agreement.

Section 16. Assignment.

No franchise agreement may be assigned by the Franchisee without the prior written approval of the District. The District may disapprove a proposed assignment by a Franchisee when, based on information obtained by the District and the surrounding facts and circumstances, the District determines that assignment could adversely affect the District's administration of the franchise and/or the service provided, including the cost of service, during the remaining term of the franchise.

Section 17. Independent Contractor.

Franchisees shall, for all purposes, be considered independent contractors and not employees or partners or joint venturers with the District in providing the collection services, unless specifically set forth to the contrary herein.

Section 18. Diversion Rates.

The District may require by rule, order, ordinance, resolution, agreement, or as a condition of the franchise that any Franchisee conduct its operations in such a manner as to ensure that the District receives the maximum feasible diversion credit possible toward its CIWMA goals.

Section 19. Collection/Spillage.

Each Franchisee shall exercise all reasonable care and diligence in collecting and transporting Solid Waste so as to minimize vector conditions and nuisances. The Franchisee shall take all reasonable measures to clean up any spills immediately at the time of occurrence.

Section 20. Change of Ownership or Control.

The District may, by rule, order, ordinance, or resolution, as a condition of the franchise, provide for termination of the franchise agreement in the event that there is a change of ownership, management, or control of any material nature with respect to the subject Franchisee, including an involuntary assignment by law, unless the District provides prior written approval to the contrary.

ARTICLE V: GENERAL PROVISIONS

Section 1 - Violation of Ordinances.

The District may establish by resolution or ordinance such fines, penalties, and other remedies as it deems appropriate for violation of this Ordinance. Fines shall not exceed One Thousand Dollars (\$1,000) per violation occurrence and penalties shall not exceed thirty (30) days in prison as a misdemeanor.

Section 2. Americans with Disabilities Act (ADA) Compliance.

The Franchisees shall make reasonable accommodations for any individual with a disability in compliance with the ADA at no additional cost to the customer.

Section 3 Severability.

If any section, subsection, sentence, clause, or phrase of this Ordinance is for any reason held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining portions. The Board of Directors hereby declares that it would have passed this Ordinance and each section, subsection, clause, and phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses, or phrases be declared invalid or unconstitutional, and would have passed and adopted the same, even though any parts, sections, subsections, sentences, clauses, or phrases that may be held invalid had been omitted therefrom.

Section 4. Fees for Special Handling of Hazardous, Infectious, or Medical Wastes.

The District may, by resolution, ordinance, or agreement, establish a program or rates for the collection or special handling of Hazardous Waste, Infectious Waste, or medical wastes, which are otherwise not authorized to be collected pursuant to this Ordinance.

Section 5. Discrimination.

The District and its Franchisees shall not discriminate in the provision of service or the employment of persons engaged in the performance of providing such collection related services on account of sexual orientation, race, color,

religion, sex, age, physical disability, mental disability, medical condition, or marital status.

Section 6. Repeal and Supersession.

This Ordinance shall repeal Ordinance 21 and repeal and/or supercede those portions of other existing District Ordinances, resolutions, orders, or policies, which are in conflict with the contents of this Ordinance.

PASSED AND ADOPTED by the Rodeo Sanitary District Board of Directors, this 21st day of May, 2002, by the following vote:

AYES:

NOES:

ABSENT:


COUNTERSIGNED



Marcia Keefe, Secretary, Board of Directors

APPROVED AS TO FORM

Marchmont J. Schwartz, Counsel for the District



Harry Collier, PRESIDENT OF THE BOARD