

**CENTRAL CONTRA COSTA SOLID WASTE AUTHORITY
ORDINANCE NO. 97-01**

**AN ORDINANCE OF THE CENTRAL CONTRA COSTA SOLID
WASTE AUTHORITY (CCCSWA) SUPERSEDING ORDINANCES OF
ITS MEMBER AGENCIES AND ESTABLISHING A CCCSWA
JURISDICTION WIDE ORDINANCE REGULATING SOLID WASTE, GREEN
WASTE AND RECYCLABLE MATERIAL COLLECTION, PROCESSING,
DISPOSAL AND LITTER**

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WHEREAS, the Central Contra Costa Solid Waste Authority (hereinafter "CCCSWA") is a joint powers authority organized pursuant to California Government Code §6500 and following; and

WHEREAS, CCCSWA currently consists of member agencies including the County of Contra Costa, the cities of Walnut Creek, Orinda, Lafayette and the towns of Danville and Moraga, (hereinafter "Member Agencies"); and

WHEREAS, Member Agencies have differing solid waste ordinances and solid waste regulations; and

WHEREAS, CCCSWA and its Member Agencies have determined that it is in the best interests of CCCSWA, its Member Agencies, and their respective constituents, to have a single ordinance regulating such matters as solid waste collection and disposal, and green waste and recycling material collection, processing, composting, marketing and disposal; and

WHEREAS, CCCSWA and its Member Agencies believe that such an ordinance would best achieve implementation of the goals and requirements of the California Integrated Waste Management Act, AB 939 (Chapter 1095 - Statutes of 1989, Public Resources Code §40000) and following (hereinafter "CIWMA"); and

WHEREAS, CIWMA sets forth specific duties and goals with respect to source reduction, collection and diversion of solid waste, green waste composting and materials recycling; and

WHEREAS, pursuant to CIWMA and the powers of CCCSWA as set forth in its enabling act, and pursuant to the powers of its Member Agencies, CCCSWA has authority to

manage, and control the solid waste originating from and being disposed of within its jurisdictional boundaries; and

WHEREAS, said authority includes the ability to require appropriate record keeping in order to establish that CIWMA goals with respect to source reduction, recycling, composting and solid waste collection and disposal have been met; and

WHEREAS, although CCCSWA reserves the right to assert ownership, and the right to ownership, possession and control of the solid waste within its jurisdictional boundaries, subject to written notice to applicable Franchisee, Contractor or Permittee, nothing in this Solid Waste Ordinance shall be construed as giving rise to any inference that CCCSWA or its Member Agencies has such ownership, or possession or control upon enactment; and

WHEREAS, pursuant to CIWMA and CCCSWA's enabling act, and pursuant to the powers of its Member Agencies, CCCSWA has authority to regulate, by rule, regulation, resolution, ordinance or agreement, the manner in which solid waste may be disposed, including restricting and limiting what materials may be disposed of in solid waste containers and bins or placed out for Collection; and

WHEREAS, the CIWMA, in addition, seeks to preserve available landfilling space for the longest term possible by reducing the amount of solid waste, green waste and recyclable materials disposed; and

WHEREAS, CCCSWA has determined that, in order to meet the goals and requirements of CIWMA, the appropriate approach is to enact this Solid Waste Ordinance to supplement the presently existing solid waste regulations of its various Member Agencies and, in certain instances, to supersede portions of existing regulations; and

WHEREAS, the Boards of Directors of CCCSWA and its Member Agencies have determined that the public health, safety and well-being may be best served by granting to and establishing the powers of CCCSWA as specified in the Joint Powers Agreement and in this Ordinance, including the power to grant exclusive and non-exclusive franchises for solid waste, recycling and green waste collection, transportation, marketing, composting and disposal and to establish a permit system for this collection, transportation, composting, processing and disposal; and

WHEREAS, the Board of Directors of CCCSWA finds that this action is categorically exempt from the California Environmental Quality Act (CEQA) pursuant to §§ 15061(b)(3), 15307 and 15308 of the State CEQA Guidelines.

THEREFORE, be it ordained by the Board of Directors of CCCSWA as follows:

ARTICLE I. INTRODUCTION AND DEFINITIONS

Section 1 Legislative Policy

The Board of Directors of the Central Contra Costa Solid Waste Authority (hereinafter "CCCSWA") does hereby find and determine that the storage, accumulation, Collection, transportation and Disposal of Solid Waste is a matter of great public concern in that improper control of such matters creates a public nuisance, can lead to air pollution, fire hazards, illegal dumping, insect breeding, rodent infestation and other problems affecting the health, welfare and safety of the residents of this and surrounding jurisdictions.

The Board of Directors of CCCSWA also finds that Recycling and Green Waste programs are necessary for CCCSWA to achieve the diversion goals mandated by the CIWMA (California Public Resources Code §40000, et seq.) and that failure to comply with this mandate exposes CCCSWA, its Member Agencies, and its residents to substantial fines and additional costs.

The Board of Directors of CCCSWA further finds that the interests of CCCSWA, its Member Agencies, and their respective constituents, are best served by a single Solid Waste Ordinance granting CCCSWA the authority to manage and supervise the Solid Waste stream originating from, or being disposed of, within its jurisdictional boundaries with the Ordinance supplementing and, in certain instances superseding, the Solid Waste and garbage collection regulations/laws of its Member Agencies which are in effect upon adoption of this Ordinance.

Section 2 Definitions

For the purpose of this Chapter, the following words and phrases are defined and shall be construed as hereinafter set out:

- (1) **"Americans with Disabilities Act (ADA)"** - means Public Law 101-336, 104 Stat. 327, 42 U.S.C. 12101-12213 and 27 U.S.C. 225 and 611, and all federal rules and regulations relating thereto.
- (2) **"Board of Directors"** - means the Board of Directors of CCCSWA.
- (3) **"Bulky Waste"** - means discarded large household appliances, furniture, tires, carpets, mattresses, and similar large items which require special handling due to their size, but can be Collected without the assistance of special loading

equipment (such as forklifts and cranes) and without violating vehicle load limits. It does not include abandoned vehicles.

- (4) **"California Integrated Waste Management Act of 1989"** - (CIWMA) means Assembly Bill 939, Chapter 1095, statutes of 1989, and all subsequent amendments thereto, which are set forth in California Public Resources Code §40000 et seq.
- (5) **"CCCSWA"** - means the Central Contra Costa Solid Waste Authority or its designated representative.
- (6) **"Collector"** - means, depending upon the context in which used, CCCSWA, Franchisee, Contractor, other local public agency, or a Permittee or licensee of CCCSWA and any contractor or subcontractor of the Franchisee, Contractor or Permittee.
- (7) **"Collection"** - means the Collection of: Solid Waste and its transportation to a Transfer Station or Disposal Site; Green Waste and its transportation to a Processing Facility; and, Recyclable Material and its transportation to a Processing or Materials Recovery Facility.
- (8) **"Compost"** - means the product resulting from the controlled biological decomposition of organic wastes, which wastes are source separated from the municipal solid waste or are separated at a centralized facility. Compost includes the product resulting from the controlled biologic decomposition of vegetable, yard and wood wastes which are not hazardous waste.
- (9) **"Composting"** - means the controlled microbial degradation of organic wastes yielding a safe and nuisance-free product.
- (10) **"Commercial and Industrial Premises"** - means property upon which business activity is conducted, including but not limited to retail sales, services, wholesale operations, manufacturing and industrial operations, but excluding businesses conducted upon Residential Premises which are permitted under applicable zoning regulations and are not the primary use of the property.

- (11) "**Commercially Generated Recyclable Materials**" - means recyclable materials generated at Commercial and Industrial Premises and separated by the waste generator for Collection in a manner different from garbage or refuse.
- (12) "**Container**" - means an approved container used for the Disposal and temporary storage of Solid Waste, Green Waste and Recyclable Material.
- (13) "**Contractor**" - means an independent third party entity or individual that contracts with CCCSWA to perform certain services for CCCSWA, including but not limited to providing special Collection type of services.
- (14) "**County**" - means the County of Contra Costa, California.
- (15) "**Disposal**" - means the final disposition of Solid Waste at a Landfill in full regulatory compliance or other fully permitted Disposal Site.
- (16) "**Disposal Site**" - means the permitted Solid Waste facility or facilities designated by CCCSWA or its Franchisee, Contractor or Permittee for the ultimate Disposal of Solid Waste.
- (17) "**Dwelling Unit**" - means any premises located within CCCSWA having bathroom and kitchen plumbing facilities, which is suitable for residential occupancy.
- (18) "**Environmental Laws**" - means all Federal and State statutes, and County and CCCSWA ordinances and regulations concerning public health, safety and the environment, including, by way of example and not limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. §9601 et seq.; the Resource Conservation and Recovery Act, 42 U.S.C. §69012 et seq.; the Federal Clean Water Act, 33 U.S.C. §1251 et seq.; the Toxic Substances Control Act, 15 U.S.C. §1601 et seq.; the Occupational Safety and Health Act, 29 U.S.C. §651 et seq.; the California Hazardous Waste Control Act, California Health and Safety Code §25100 et seq.; the California Toxic Substances Account Act, California Health and Safety Code §25300 et seq.; the Porter-Cologne Water Quality Control Act, California Water Code §13000 et seq.; the Safe Drinking Water And Toxic

Enforcement Act, California Health and Safety Code §25249.5 et seq. as currently enforced or as hereafter amended, and all rules and regulations promulgated thereunder.

- (19) "**Executive Director**" - means the Executive Director of CCCSWA or his or her designated representative.
- (20) "**Franchise**" - means the special right and privilege granted by CCCSWA to perform one or more of the following: (1) to Collect, (2) to transport to Landfill or other licensed Disposal Sites, and (3) to Recycle and market Solid Waste including Recyclable Materials and Green Waste generated or accumulated within CCCSWA from the service area.
- (21) "**Franchisee**" - means that company that has been awarded a Solid Waste, Recycling or Green Waste Franchise by CCCSWA.
- (22) "**Full Regulatory Compliance**" - means compliance with all applicable permits for a facility such that the owner and/or operator of such facility will at all times maintain the ability to lawfully operate such facility or service without any interference with the service provided to CCCSWA, the Franchisees, Contractors, Permittees or constituents.
- (23) "**Garbage**" - means all kitchen and table food waste, and animal or vegetable waste that attends or results from the storage, preparation, cooking or handling of food stuffs.
- (24) "**Green Waste**" - means tree trimmings, grass cuttings, dead plants, leaves, branches and dead trees (not more than six (6) inches in diameter) including Christmas trees and similar materials separated, set aside, handled, packaged, or offered for Collection by the Waste Generator.
- (25) "**Hazardous Substance**" - means any of the following:
 - (a) any substances defined, regulated or listed (directly or by reference) as "hazardous substances," "hazardous materials," "hazardous wastes," "toxic wastes," "pollutants," or "toxic substances" or similarly identified as hazardous to human health or the environment, in or pursuant to (I) the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C.

§9601 et seq. (CERCLA); (ii) the Hazardous Materials Transportation Act, 49 U.S.C. §1802, et seq.; (iii) the Resource Conservation and Recovery Act, 42 U.S.C. §6901, et seq.; (iv) the Clean Water Act, 33 U.S.C. §1251 et seq.; (v) California Health and Safety Code §§25115-25117, 25249.8, 25281, and 25316; (vi) the Clean Air Act, 42 U.S.C. §7901 et seq.; and (vii) California Water Code §13050; (b) any amendments to such enumerated statutes or acts currently existing or hereafter enacted; and (c) any other hazardous or toxic substance, material, chemical, waste or pollutant identified as hazardous or toxic and regulated under any other applicable federal, state or local Environmental Law currently existing or hereafter enacted, including, without limitation, friable asbestos, polychlorinated biphenyls ("PCBs"), petroleum, natural gas and synthetic fuel products and byproducts.

- (26) **"Hazardous Waste"** - means all substances defined as Hazardous Waste, acutely Hazardous Waste, or extremely Hazardous Waste by the State of California in Health and Safety Code §§25110.02, 25114, and 25117 or in future amendments to or recodifications of such statutes, or identified and listed as Hazardous Waste by the U.S. Environmental Protection Agency, pursuant to the Federal Resource Conservation and Recovery Act (42 U.S.C. §6901 et seq.), and all future amendments thereto. For purposes of this Ordinance, "Hazardous Substance" and "Hazardous Waste" do not include Household Hazardous Waste to the extent it is typically found in quantities, concentrations or component parts of household Solid Waste.
- (27) **"Home Composting"** - means a non-commercial, composting process performed by residential property occupants on Private Property.
- (28) **"Household Hazardous Waste"** - means wastes generated at Residential Premises which may commonly contain Hazardous Substances as constituents, including, but not limited to, household chemicals, pesticides, motor oil, latex paint, anti-freeze, and lead-acid batteries.

- (29) "**Industrial Wastes**" - means all types of Solid Wastes and semi-Solid Wastes which result from industrial processes and manufacturing operations. Industrial Wastes include industrial sludge.
- (30) "**Infectious Waste**" - means (a) equipment, instruments, utensils and other fomites of a disposable nature from the rooms of patients who are suspected to have or have been diagnosed as having an infectious disease and must, therefore, be isolated as required by public health agencies; (b) laboratory wastes, including pathological specimens (i.e., all tissues, specimens of blood elements, excreta and secretions obtained from patients or laboratory animals) and disposal fomites (any substance that may harbor or transmit pathogenic organisms) attendant thereto; and (c) surgical operating room pathologic specimens, including recognizable anatomical parts, human and animal tissue, anatomical human remains and disposal materials from morgues, nursing homes, dental facilities, hospitals, clinics, outpatient areas and emergency rooms, including veterinary facilities, as is also defined in Section 314(d) of the California Administrative Code, Title 17; and (d) medical waste that has not been treated pursuant to California Health and Safety Code Section 118215..
- (31) "**Landfill**" - means a permitted disposal site which accepts Solid Waste for disposal and employs an engineered method of disposal of Solid Waste in a manner which minimizes environmental hazards to the public health and safety by spreading and compacting to the smallest practical volume and applying cover material over all exposed wastes at the end of each operating day.
- (32) "**Litter**" - means any quantity of improperly discarded waste materials, including paper, metal, plastic, glass or other miscellaneous Solid Waste thrown or deposited upon the public right-of-way, or public lands or water.
- (33) "**Local Jurisdiction**" - means Contra Costa County, and the cities/towns of Danville, Lafayette, Moraga, Orinda and Walnut Creek to the extent their boundaries are within the jurisdictional boundaries of CCCSWA. "Local Jurisdiction" shall include the jurisdictions of any additional Member Agencies

who may join CCCSWA and shall exclude the jurisdictions of any current Member Agencies who withdraw from CCCSWA.

- (34) "**Materials Recovery Facility (MRF)**" - means a permitted Solid Waste facility where Solid Wastes or Recyclable Material are sorted or separated, by hand or by use of machinery, for the purposes of Recycling, reuse or processing.
- (35) "**Member Agencies**" - means the Member Agencies of CCCSWA, which currently include Contra Costa County, and the cities/towns of Danville, Lafayette, Moraga, Orinda and Walnut Creek. The actual Member Agencies may change from time to time following adoption of this Ordinance.
- (36) "**Multi-Family Residential Premises**" - means a complex of Dwelling Units consisting of four (4) units or more used for residential purposes and where there are kitchen facilities and residents do not pay rent on a per day basis regardless of whether the resident therein is transient, temporary or permanent.
- (37) "**Non-Putrescible**" - means Solid Waste which is not organic and subject to decomposition by micro-organisms.
- (38) "**Permittee**" - means any Collector authorized by CCCSWA permit to collect Solid Waste, Green Waste or Recyclable Material.
- (39) "**Person**" - means any individual, firm, association, organization, partnership, corporation, business trust, joint venture, the United States, the State of California, the County of Contra Costa, and any local public entity.
- (40) "**Premises**" - means any tract or parcel with or without habitable buildings or appurtenant structures within the jurisdiction of CCCSWA where Solid Waste is generated or accumulated.
- (41) "**Private Property**" - means and includes, but is not limited to property owned by private individuals, firms, corporations, institutions or organizations, and includes: yards, grounds, driveways, streets, parking areas, passageways, working areas, storage areas, vacant lots and structures.
- (42) "**Processing Facility**" - means a facility to which Residential Green Waste is brought to be processed into compost, mulch, soil amendment; a facility for

processing Recyclable Materials into other new, reused or reconstituted product; and a facility for sorting, cleansing, and preparing reusable materials for donation or reuse.

- (43) **"Public Property"** - means and includes, but is not limited to, the following: streets, street medians, catch-basins, sidewalks, lanes, alleys, public rights-of-way, public parking lots, school grounds, parks, and other publicly-owned grounds.
- (44) **"Putrescible"** - means Solid Waste which is organic and subject to decomposition by micro-organisms.
- (45) **"Recyclable Material"** - means any material which, in whole, or in part, may be recycled. "Recyclable Materials" shall include, but not be limited to the following: newspapers, glass, tin, aluminum, metal, food and beverage containers, cardboard, mixed waste paper and magazines, waste motor oil, plastic containers and other reusable household goods. Recyclable Materials are not subject to this Ordinance to the extent the Waste Generator donates the material to a civic, youth or charitable organization, or disposes of the material for net compensation received from an entity other than a civic, youth or charitable organization. Recyclable Material is deemed Solid Waste subject to this Ordinance except as provided for herein.
- (46) **"Recycle"/"Recycling"** - means the process of Collecting, sorting, cleansing, treating, and reconstituting Recyclable Material which would otherwise be Disposed of in a Landfill and returning them to the economy in the form of raw materials suitable for new, reused, reconstituted products or in the form of reusable goods suitable for resale or donation, consistent with the requirements of the CIWMA for Recycled Materials.
- (47) **"Recycling Center"** - means a facility established for the purpose of lawful collection of Recyclable Materials including, but not limited to buy-back centers or drop-off locations such as those operated by youth, civic and charitable entities and which are supplemental to curbside Recyclable Material

Collection Programs available to Residential, Commercial and Industrial Premises.

- (48) "**Refuse**" - means Garbage and Rubbish. For the purposes of this Ordinance, Refuse does not include Recyclable Material or Green Waste.
- (49) "**Residential Premises**" - means all categories of property used for residential purposes, irrespective of whether such Dwelling Units are single or multiple, rented or owner occupied. No place used primarily for business purposes shall be considered a residential unit.
- (50) "**Residential Solid Waste**" - means Solid Waste originating from Single-Family or Multi-Family units.
- (51) "**Responsible Party**" - means and includes every owner of, and every tenant or Person who has the care and control of, an inhabited residence, unoccupied parcel, or a place of business.
- (52) "**Rubbish**" - means Non-Putrescible solid wastes such as ashes, paper, cardboard, tin cans, yard clippings, wood, glass, bedding, crockery, plastics, rubber byproducts or litter.
- (53) "**Salvage**" - means the authorized and controlled accumulation of Solid Waste materials for subsequent utilization.
- (54) "**Scavenging**" - means the unregulated, uncontrolled or unauthorized removal of Solid Waste materials, which includes Recyclable Material and Green Waste, placed out for Collection.
- (55) "**Single Family Dwelling Unit**" - means each Premises used for or designated as a single family dwelling, including each unit of a duplex or triplex in all cases in which there are separate or individual Solid Waste Collection services.
- (56) "**Solid Waste**" - means all Putrescible and Non-Putrescible solid, semisolid and liquid wastes, including garbage, trash, refuse, paper, rubbish, ashes, industrial wastes, demolition and construction wastes, abandoned vehicles and parts thereof, discarded home and industrial appliances, dewatered, treated or chemically fixed sewage sludge which is not hazardous waste, manure, vegetable or animal solid and semisolid wastes, and other discarded solid and

semisolid wastes pursuant to Public Resources Code Section 40191. Any such material which a Waste Generator discards and does not sell or dispose of in any manner for which the Waste Generator receives compensation is Solid Waste.

- (57) **"Source Reduction"** - means an action which causes a net reduction in the generation of Solid Waste. Source Reduction includes, but is not limited to, reducing the use of non-recyclable materials, replacing disposable materials and products with reusable materials and products, reducing packaging, reducing the amount of yard wastes generated, establishing garbage rate structures with incentives to reduce the amount of wastes that generators produce, and increasing the efficiency of the use of paper, cardboard, glass, metal, plastic and other materials.
- (58) **"Source Separated"** - means the segregation, by the Waste Generator, of materials designated for separate Collection for some form of Recycling recovery or reuse.
- (59) **"Street"** - means any public or private roadway which provides access to Residential, Commercial or Industrial Premises, whose width, condition of surfacing, grade and alignment is such that Franchisee's or Contractor's Collection vehicles may readily enter and exit therefrom without damage to the roadway or to the Franchisee's or Collector's Collection vehicles.
- (60) **"Transfer Facility"** - means that facility used to receive Solid Wastes, temporarily store, separate, convert, or otherwise process the materials in the Solid Wastes, or to transfer the Solid Wastes directly from smaller to larger vehicles for transport.
- (61) **"Waste Generator"** - means any Person, as defined by §40170 of the Public Resources Code, whose act or process produces Solid Waste, or whose act first causes Solid Waste to become subject to regulation.

**ARTICLE II. GENERAL AUTHORITY OF
CCCSWA/MEMBER AGENCY ORDINANCES**

Section 1 Authority Of CCCSWA and Member Agencies

A. General Authority of CCCSWA

Pursuant to Government Code §6500, CCCSWA possesses powers that are common to all Member Agencies, to regulate Solid Waste, including Green Waste and Recyclable Materials, within its jurisdictional boundaries which includes its Collection, Recycling, processing, marketing and Disposal.

CCCSWA may take any action deemed appropriate to further the goals, policies and requirements of CIWMA, including the adoption of new programs for Recycling, Household Hazardous Waste Collection, Green Waste Collection, Composting, Source reduction and adoption of other programs for Solid Waste Disposal and diversion alternatives. CCCSWA may establish and enforce, through the imposition of fines and other penalties, any rules and regulations it deems appropriate in order to further accomplish any of its other duties, goals and policies as set forth in this Ordinance. CCCSWA may adopt any rules, regulations and standards it deems appropriate for storage, Collection and Disposal of Solid Waste, Green Waste and Recyclable Materials. CCCSWA may, as part of such authority, enter into agreements or memoranda of understanding with its Member Agencies. CCCSWA may, in furtherance of its duties, goals and policies grant exclusive or non-exclusive Franchises and enter into such agreements as CCCSWA deems appropriate in relation to the granting of such Franchises, and in addition, CCCSWA may grant permits for the Collection of Solid Waste, Green Waste and Recyclable Materials in accordance with the terms of this Ordinance. The exercise of this general authority by CCCSWA shall be limited

by the terms of the Joint Powers Agreement and other documents of delegation provided by the Member Agencies.

CCCSWA reserves the right, upon further delegation of authority from its Member Agencies, to apply for status as and become a regional agency pursuant to CIWMA. Until this delegation occurs by separate Member Agencies' action, or the Member Agencies and CCCSWA enter into a MOU addressing this issue, each Member Agency is independently subject to CIWMA diversion policies, goals and fines, notwithstanding any administrative and reporting functions performed by CCCSWA for any, or all, Member Agencies for purposes of CIWMA compliance.

B. Interrelationship With Member Agencies' Regulations

Member Agencies' current regulations, including ordinances, may address certain matters which are also addressed in this Ordinance. Therefore, the terms of this Ordinance shall be construed, to the extent reasonably possible, so as to avoid conflicts between this Ordinance and existing Member Agency regulations. Specific issues as to repeal, supersession and the continued effect of specified Member Agency ordinances are separately set forth as to each Member Agency in Attachment A to this Ordinance, which Attachment A is incorporated by reference. This Ordinance shall be in full force and effect within the entire jurisdictional boundaries of CCCSWA, except as its terms shall be limited as to particular jurisdictions by the terms of Attachment A.

Subsequent to the enactment of this Ordinance, Member Agencies shall not adopt ordinances which are in conflict with the terms of this Ordinance without first providing sixty (60) days notice to the CCCSWA, in writing, that the Member Agency intends to adopt an ordinance in which its provisions may be in conflict with certain terms

hereof. It is intended that, within the sixty (60) day period, CCCSWA and the Member Agency shall take such actions to make such modifications to this Ordinance or the proposed Member Agency ordinance so as to eliminate any potential inter-jurisdictional regulatory conflicts to the maximum extent feasible. Any Member Agency may, by separate action, adopt this ordinance by reference.

ARTICLE III. GENERAL REGULATIONS

Section 1 Solid Waste Collection and Disposal and Green Waste and Recyclable

Material Collection and Processing

A. Collection and Disposal of Solid Waste

All Solid Waste created, produced or accumulated at Commercial, Residential and Industrial Premises situated within CCCSWA's jurisdiction shall be removed from the Premises at least once a week, except such materials which are retained for Recycling or Composting and do not create a health hazard by a longer retention. It is declared to be unlawful and a violation of this Ordinance for the Responsible Party of any of the above-described Premises to fail or neglect to provide for the removal and Disposal of Solid Waste from the Premises on a weekly basis, except when disruptions due to strikes occur, severe weather conditions, or "Acts of God" make collection impossible using normal collection equipment, or official holidays interrupt the normal secondary collection cycle, in which case collection may be postponed until the next working day. Each day's violation of this section shall be treated and considered as a separate and distinct offense.

No Person shall collect or transport Solid Waste, Green Waste or Recyclable Material which has been placed by another Person for Collection over any Street within the jurisdictional boundary of CCCSWA without an appropriate Franchise, contract or permit and business license issued by CCCSWA/or a Member Agency, except as specified in Article III, Section 3(F)(1-11) herein below. Solid Waste, Green Waste and Recyclable Materials shall only be disposed of pursuant to the terms of this Ordinance. To the extent there is an applicable exclusive Franchise, each Person shall use the Franchisee for

Collecting Solid Waste, Green Waste, and Recyclable Materials, unless otherwise exempted in this Ordinance.

B. Illegal Disposal

It is unlawful for any Person in the CCCSWA jurisdiction to deposit Solid Waste, Green Waste, and Recyclable Materials upon 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 Responsible Party, unless such Solid Waste or Green Waste is placed for Collection as authorized by this Ordinance. It shall further be unlawful for any Person to allow Solid Waste, Green Waste or Recyclable Materials generated by said Person to enter into drainage systems, sewers, or waters.

The burning or burying of Solid Waste, Green Waste and Recyclable Materials within the jurisdictional boundaries of CCCSWA is prohibited.

C. Accumulation of Waste/Nuisance

No Responsible Party of any Premises, including residential and commercial, institutional or industrial properties, shall allow the accumulation of waste on the Premises, including Solid Waste, Green Waste, or Recyclable Materials. All such waste shall be collected weekly, except such materials which are being retained for Recycling or Composting and do not create a nuisance or threat to the public health. Failure to properly dispose of such waste as required by this Ordinance shall constitute a nuisance. CCCSWA and its Member Agencies reserve the authority to set rules and regulations and to take any appropriate action for the abatement of any such nuisance. This Ordinance shall not be deemed to supersede the County nuisance ordinance or impede the County Health officer's

authority to preserve the public health or to limit any Member Agency's right to take such action as it deems appropriate to abate any nuisance or otherwise protect the public health, within its jurisdictional boundaries. CCCSWA shall have no obligation to abate any nuisance but shall elect to do so if CCCSWA deems it appropriate and in the public interest.

D. Hazardous Waste and Hazardous Substances

No Person shall knowingly dispose of any Hazardous Substance or Hazardous Waste with any Solid Waste, Green Waste or Recyclable Materials, except Household Hazardous Waste in de minimis quantities. All such Hazardous Wastes and Hazardous Substances shall be collected, transported and disposed in compliance with all applicable federal, state, and local laws and regulations. CCCSWA may establish by rule, regulation, resolution or ordinance, such further standards as it deems appropriate for collection of Solid Waste, Green Waste and Recyclable Materials containing Hazardous Wastes and Hazardous Substances, including but not limited to, Bulky Waste containing freon or similar refrigerant.

Section 2 Containers

A. Residential Solid Waste Containers

All Containers used for the Collection and disposal of Solid Waste, Recyclable and Green Waste materials shall be constructed to be substantially water-tight and rodent proof and of a material of suitable strength and durability. All Responsible Parties shall be responsible for separately arranging for the Collection of excess or Bulky Waste which is not suitable for Collection in standard Containers or at periodic clean-up events conducted by a Franchisee, Contractor or Permittee. CCCSWA may establish by rule, regulation, resolution or ordinance, such further standards as it deems appropriate for Solid

Waste, Green Waste, and Recyclable Materials Containers including, but not limited to, size, weight limit, and type of Container (e.g. Containers used for automated Collection).

In the event an automated Collection service is implemented by a CCCSWA Franchisee, Contractor or Permittee each Residential Premises shall use a Container of a standard size that is supplied by the Franchisee, Contractor or Permittee. The combined weight of the Container and contents shall not exceed the weight limit specified in CCCSWA approved program..

All ashes shall be cold and free from any fire, live coals, or other substances which might ignite when placed for Collection.

For Multi-Family Residential Premises, there shall be at least one Solid Waste Container for each unit, unless an adequately sized common disposal bin is provided as set forth below. In a Multi-Family Residential Premise where Solid Waste Collection is part of a monthly or annual fee charged by the owner, landlord, manager or association, each Responsible Party may use, in common with other Responsible Parties, an adequately sized Solid Waste bin in place of at least one Solid Waste Container per unit. Solid Waste collection bins for Multi-Family Residential Premises shall meet all standards established by CCCSWA or by the Solid Waste Collector having a Franchise or permit for Solid Waste Collection within the relevant area of CCCSWA and shall generally meet the requirements for Commercial and Industrial bins as set forth herein. Bins must be clearly marked and identifiable as being exclusively for the Collection of Solid Waste by the authorized Solid Waste Collector.

B. Commercial and Industrial Solid Waste Containers

Responsible Parties of Commercial and Industrial Premises and large Multi-Family Residential Premises shall place Solid Waste in adequately sized bins and debris boxes provided by a CCCSWA authorized Franchisee or Permittee that shall be:

- (1) Metal lined, leak proof, and provided with a lid.
- (2) Constructed of non-combustible materials and provided with a non-combustible lid.
- (3) Approved by CCCSWA as providing adequate protection against fire hazard.
- (4) Located within enclosures designed for this purpose.
- (5) Free of any Hazardous Waste, Industrial Waste or Infectious Waste.
- (6) Free of graffiti and in good repair.
- (7) CCCSWA shall set such further standards for said Containers by rule, regulation, resolution or ordinance as it deems appropriate.

C. Green Waste and Recyclable Materials Collection

Responsible Parties of Residential Premises that receive Green Waste and Recyclable Materials Collection service from a CCCSWA authorized Permittee, Contractor or Franchisee shall separate and place Green Waste and Recyclable Materials in Containers that comply with CCCSWA requirements or a CCCSWA approved program in order to help increase CCCSWA's overall diversion rate. Recyclable Materials, such as reusable household goods, placed out for Collection at an Authority authorized scheduled reuse or community cleanup day need not be placed in Containers. Reuse goods may be

placed curbside in a manner consistent with Authority authorized instructions or requirements for curbside pickup, during the community cleanup or reuse Collection process.

It shall be the responsibility of a Responsible Party(s) who sponsors or participates in either Home Composting or a duly authorized Composting program to maintain any Containers or facilities used for the Composting process in a safe and sanitary manner which does not promote the propagation, harborage or attraction of vectors or the creation of a nuisance or other threat to the public health and safety.

D. Filling of Containers.

No Responsible Party shall fill any Container with Solid Waste, Green Waste, or Recyclable Material above the top of the Container so as to hinder the closure of the Container.

Section 3 Placement Of Containers For Collection

It shall be the duty of Responsible Parties of Residential Premises to place Containers for Collection of Solid Waste, Green Waste and Recyclable Material by a CCCSWA authorized Permittee, Contractor or Franchisee as follows:

A. Proper Placement of Containers

Any Container used for the purpose of reception and removal of Solid Waste, Green Waste or Recyclable Material shall be placed curbside on Collection Day in a manner that is accessible to the Franchisee, Contractor or Permittee without interfering with passage upon any Street, Private Property or sidewalk and consistent with the Franchisee's or Contractor's Agreement or Permittee's CCCSWA approved Collection location requirements. Notwithstanding this requirement, a Responsible Party receiving service may arrange for special service, i.e. disabled or on-property service, pursuant to the terms of the Franchise

Agreement. CCCSWA shall set such further standards and requirements for placement, by rule, regulation, resolution or ordinance, as it deems appropriate. After Collection, Containers shall be stored within the Premises of the Responsible Party receiving service.

B. Improper Placement of Solid Waste for Collection

No Solid Waste Container, Bulky Waste or Recyclable Materials placed out for Collection shall be stored on any public Street, sidewalk, footpath or other public path, whatsoever, but shall be maintained on the Premises of the Responsible Party requiring Solid Waste Disposal service. Under circumstances where the Responsible Party is receiving on-property service, the Solid Waste Container(s) and/or Recyclable Materials shall be placed so as to be readily accessible for removing and emptying by the CCCSWA's Franchisee or Contractor. In all cases of disputes or complaints concerning the location where Solid Waste, Green Waste and Recyclable Material Containers shall be placed for collection, the Executive Director may elect to designate the proper placement. CCCSWA shall establish any additional procedures regarding resolution of such disputes as it deems appropriate.

C. Timing of Placement and Removal of Containers

Responsible Parties of Residential and Commercial and Industrial Premises shall not place Solid Waste, Green Waste or Recyclable Material and/or its Containers for Collection by the Franchisee, Contractor or Permittee at the curb at any time earlier than the day proceeding the day designated for Collection by the Franchisee, Contractor or Permittee. CCCSWA or a Member Agency shall establish, by rule, regulation, resolution or ordinance, additional standards for placement and removal of Containers as it

deems appropriate, including, but not limited to, length of time Container may be placed in the public right-of-way for Collection.

D. Responsibility For Spillage; Missed Collection

Each Responsible Party of Residential, Commercial and Industrial Premises shall be responsible for the Solid Waste, Green Waste and Recyclable Material Containers located on their respective properties, and shall be responsible for any spillage or breakage prior to Collection.

CCCSWA shall, by rule, regulation, resolution or ordinance, establish and enforce additional duties and requirements regarding service levels, quality of service and missed Collection including that it shall be the duty of the Franchisee, Contractor or Permittee to forthwith arrange for the Collection of the Solid Waste, Green Waste and Recyclable Material or be subject to fine, liquidated damages or other penalty as CCCSWA deems appropriate.

E. Unauthorized Tampering with Containers and Scavenging

No Person other than the Responsible Party, or employee thereof, a Franchisee, Contractor or Permittee of CCCSWA, shall move, remove, or interfere with any Container, or contents thereof, or Bulky Waste and Recyclable Materials set out for Collection by Franchisee, Contractor or Permittee. All Solid Waste, Green Waste and Recyclable Materials, once deposited in a Container for Collection, becomes the property of CCCSWA Franchisee, Contractor or Permittee. Bulky Waste or Recyclable Materials set out for Collection by Franchisee, Contractor or Permittee in a manner consistent with Authority authorized requirements for community cleanups, reuse collection and other special collection events becomes the property of the CCCSWA Franchisee, Contractor or Permittee

when placed at curbside. Scavenging shall be a violation of this Ordinance. Violators shall be guilty of an infraction. Such a violation may be prosecuted by city or county authorities in the name of the people of the State of California, or redressed by civil action. Every violation determined to be an infraction is punishable by (1) a fine not exceeding one hundred dollars (\$100) for a first violation; (2) a fine not exceeding two hundred dollars (\$200) for a second violation of this same Ordinance within one year; (3) a fine not exceeding five hundred dollars (\$500) for each additional violation of this Ordinance within one year. More than three violations in one year shall be punishable as a misdemeanor pursuant to the enforcement provisions set forth in Article IX, Section 1 herein below. All remedies in this Ordinance are cumulative to the remedies found in Section 20.

F. Unlawful Collection

It is unlawful and a misdemeanor for any Person, firm or entity to Collect and transport Solid Waste, Green Waste, or Recyclable Materials within CCCSWA unless such a Person is a CCCSWA Franchisee, Contractor or Permittee, Collecting and transporting in a manner authorized by this Ordinance and consistent with the terms of the Franchisee, Contractor or Permittee, or for any Person to permit, allow or enter into any agreement whatsoever, for the Collection or transportation of Solid Waste, Green Waste or Recyclable Materials by any Person who is not a CCCSWA Franchisee, Contractor or Permittee, except as may be authorized in (1) through (11) of this subsection. The exempted substances and materials are as follows:

- (1) Green Waste removed from Premises by 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, and other CCCSWA or Member Agency maintained Premises, which may be Collected and transported by CCCSWA or Member Agencies to the Disposal Site or Processing Facility.
- (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) Infectious Waste and medical waste which is regulated pursuant to the Medical Waste Management Act, (Chapter 6.1 of Div. 20 of the Health and Safety Code commencing with §25015).
- (5) Recyclable Material, including, but not limited to, aluminum, newspaper, glass, plastic (HDPE/PET), metal cans, mixed paper and cardboard which is donated to, civic, youth or charitable (not-for-profit) organizations, and Recyclable Material which the Waste Generator sells or is otherwise compensated for in a manner resulting in a net payment to the Waste Generator.
- (6) Source Separated Recycled Material delivered for Recycling by the Responsible Party of a Residential, Commercial or Industrial Premises.

- (7) Construction and demolition debris, including excavated soils removed from Premises by a licensed contractor as an incidental part of a total service offered by that contractor rather than as a transportation service.
- (8) Byproducts of sewage treatment, including sludge, grit and screenings.
- (9) Containers delivered for Recycling under the California Beverage Container Recycling Litter Reduction Act, Section 14500, et seq. California Public Resources Code.
- (10) Materials removed by Residential Responsible Parties and transported by them to Landfills or Recycling Centers.
- (11) Excavated soil.

Notwithstanding the provisions of this Section, CCCSWA, or any Member Agency, through its agents, representatives or contractors, may Collect and transport Solid Waste, as necessary, to enforce a public nuisance abatement order, or otherwise protect the public health in any manner deemed appropriate.

ARTICLE IV. FRANCHISES AND PERMITS

Section 1 Granting and Renewing of Franchises and Permits

The Board of Directors shall, from time to time, issue exclusive or non-exclusive Franchises or permits for Collection of Solid Waste, Green Waste, and Recyclable Materials within the jurisdictional boundaries of CCCSWA. Such Franchises or Permits may be throughout CCCSWA jurisdictional boundaries or may be restricted to certain areas of CCCSWA, such as the unincorporated areas of the County of Contra Costa, or to specific Member Agency jurisdictional boundaries. In addition, CCCSWA may issue separate Franchises or Permits to different Collectors for the various categories of customers or wastes and Recyclable Materials being collected (e.g. a separate Franchise or permit for Collection may be issued for commercial Solid Waste Collection and another for Residential Solid Waste Collection).

Pursuant to this Ordinance, the authority to grant Franchises and Collection permits shall be exclusively that of CCCSWA to the extent that such authority has been delegated by resolution to CCCSWA by the Member Agencies. Such Franchises and permits may, however, be subject to further approval requirements of the County or other Member Agencies; to the extent such Franchises or permits affect the jurisdictional boundaries of each respective Member Agency. The affected jurisdictional boundaries of the County shall be limited to its unincorporated areas within CCCSWA's jurisdictional boundary for purposes of additional approval requirements.

Section 2 Terms and Standards of Service

CCCSWA shall 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 and Collection permits, or by rule and regulation, resolution or ordinance, whichever CCCSWA determines is applicable. CCCSWA shall further establish limits on the operations of the Franchisee, Contractor or Permittee, including, but not limited to days and hours of operation, curbside service, GEO/Hard-to-Service, disabled occupant service, on property service and any other type of service standards, requirements, and limitations as CCCSWA deems appropriate.

Section 3 Vehicle Standards

CCCSWA may establish such standards for vehicles and other Collection equipment used by the Franchisee, Contractor or Permittee, as CCCSWA 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 and noise level limitations, along with the requirement that all such vehicles and equipment comply with relevant federal, state and local laws and regulations. All Collection vehicles shall be permitted by Contra Costa County pursuant to existing County requirements.

Section 4 Indemnity

CCCSWA shall require, as a condition of granting of any franchise, agreement or permit for Collection of Solid Waste, Green Waste, Recyclable Materials, that the Franchisee, Contractor or Permittee agree to indemnify CCCSWA, its Member Agencies, the respective board of directors of CCCSWA and its Member Agencies, their respective employees, agents and volunteers, from any acts or omissions of the Franchisee, Contractor, or Permittee or their respective employees, agents, contractors and subcontractors, arising out of the performance of services related to the franchise agreement or permit issued by CCCSWA. CCCSWA may require additional indemnification and insurance provisions or

agreements as it deems appropriate including, but not limited to, indemnification relating to Hazardous Waste liability fines or penalties which may be imposed pursuant to CIWMA.

Section 5 Special Collection Events

CCCSWA may require as a condition of the granting of any Franchise or permit, or by agreement with the Franchisee, Contractor or Permittee, that the Franchisee, Contractor or Permittee provide special Collection events during the term of any Franchise agreement or permit. Such events may include, but not be limited to, Christmas Tree Collection and events related to the Collection of Bulky Waste, durable goods, reusable household items, universal wastes and other such materials. CCCSWA may further regulate by rule or regulation, resolution, or ordinance, the Collection of Bulky Waste, plastics, liquids, universal wastes and such other wastes as CCCSWA deems appropriate for regulation.

Section 6 Educational and Promotional Services

CCCSWA may further require as a condition of granting any Franchise or permit for Collection that the Franchisee, Contractor or Permittee agree to provide education services and promotional activities. CCCSWA shall further determine the nature and content of such educational materials and promotional services, the frequency thereof and any other such requirements and limitations.

Section 7 Limitations on the Number of Franchise Agreements and Permits.

CCCSWA may set a limit on the number of and type of Franchises and permits it issues for Collection of Solid Waste, Green Waste and Recyclable Materials.

Section 8 Services Rates

CCCSWA shall establish maximum service rates for the Collection, transportation and Disposal of Solid Waste, Green Waste and Recyclable Materials by resolution or ordinance. Such rates may vary from Member Agency jurisdiction to Member Agency jurisdiction. Alternatively, such rates may be set uniformly over the entire jurisdictional boundaries of CCCSWA. CCCSWA shall, from time to time, by ordinance or resolution, amend such rates. The Franchisee, Contractor or Permittee shall, if authorized to bill its customers directly, charge no more than the rates, penalties or surcharges authorized by CCCSWA and the Member Agencies.

Section 9 Billing Procedures

CCCSWA may require that the Franchisee, Contractor or Permittee bill customers directly, according to established CCCSWA procedures, and collect such billings from the customers. CCCSWA shall further set standards for billing procedures, such as, but not limited to, the format of such bills, the frequency thereof, the content of billing inserts and such other standards as CCCSWA deems appropriate. CCCSWA shall collect such monies due from customers directly, or authorize the Franchisee, Contractor or Permittee to collect such amounts, or direct a single Franchisee, Contractor or Permittee to provide combined billing and be responsible for dispersing compensation to other Franchisees, Contractors or Permittees.

Section 10 Laws and Regulations

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

Section 11 Franchise Fees

CCCSWA shall, by resolution or ordinance, set Franchise fees for the Collection of Solid Waste, Green Waste and/or Recyclable Materials, on behalf of itself, and on behalf of its Member Agencies. Each Member Agency may establish Franchise fees, by separate resolution or ordinance adopted by that Member Agency, which shall then be provided to the CCCSWA as direction to include such fees in the maximum rates or compensation to be set by CCCSWA for Franchisees, Contractors or Permittees operating within the jurisdictional boundaries of the directing Member Agency. Such Franchise fees may vary from Member Agency to Member Agency, as each Member Agency deems appropriate, and apply only to their respective jurisdictional boundaries. CCCSWA, together with its Member Agencies, may further determine the types and number of such Franchise fees, and the amount or percentage base of such fees. CCCSWA shall further collect such Franchise fees directly from service customers or authorize the Franchisee, Contractors or Permittee to collect such Franchise fees on behalf of CCCSWA and its Member Agencies. If the Franchisee, Contractors or Permittee collects such Franchise fees, the Franchisee, Contractor or Permittee shall pay such fees directly to CCCSWA. CCCSWA shall set such further standards, including time of payment and frequency of payment for these Franchise fees as it deems appropriate. Failure of the Franchisee, Contractor or Permittee to pay the Franchise fees as required shall constitute a breach of the Franchise agreement or permit resulting in termination or suspension or revocation of such Franchise agreement or permit.

Section 12 Service Fees

CCCSWA shall establish all service related fees to be paid by Franchisees, Contractors and Permittees including, but not limited to, source reduction and recycling fees, user fees, cost-based fees for funding CCCSWA's administrative expenses and programs, and

such other fees as may be lawfully imposed and required for CCCSWA to carry out its purpose and the Solid Waste-related objectives of its Member Agencies. Each Member Agency may establish service fees, by separate resolution or ordinance adopted by that Member Agency, directing the CCCSWA to impose and collect such service fees on its behalf. Such fees may vary from Member Agency to Member Agency. Failure to pay a service fees, whether by a service user, Franchisee, Contractors or Permittee, shall constitute a violation of the terms of service, Franchise or permit resulting in suspension or revocation of said service, Franchise or permit.

Section 13 Termination of Service to Customer

CCCSWA shall establish by rule regulation, ordinance or resolution, or within the terms of the Franchise, agreement or permit, or otherwise, the standard for termination of service to any customer of a Franchisee, Contractor or Permittee. These standards may include, but not be limited to, notice requirements to the customer, and to CCCSWA, and an opportunity for a hearing on any matters in dispute. Such standards may further include, but not be limited to, issues related to failure of the customer to pay for Franchisee, or Permittee services provided to say customer.

CCCSWA shall, by ordinance or resolution, rule or regulation, or within the terms of the Franchise agreement or permit, or otherwise, establish penalties and charges for delinquent payments, and collection procedures for failure to pay for services, or failure to pay any such penalties or charges. Said collection procedures may include, but not be limited to, an action in small claims court by the Franchisee, Contractor or Permittee or CCCSWA.

Section 14 Customer Complaints/Dispute Resolution

CCCSWA shall set by resolution or ordinance, rule or regulation, or within the terms of the Franchise agreement or permit, or otherwise, procedures for handling customer complaints and resolution of any such disputes. CCCSWA shall further set requirements concerning the manner of handling and responding to customer complaints, recording thereof, hours of operation of any local office and the requirement of providing a local office, requirements concerning after hours receipt of and handling customer complaints, billing disputes and any other issues and matters that CCCSWA deems relevant. These dispute resolution procedures may, at CCCSWA's direction, include review by the Executive Director, the Board of Directors, or both. CCCSWA may further provide that the Executive Director's or Board of Director's decision regarding any unresolved customer complaints shall be final.

Section 15 Insurance and Bonds

CCCSWA shall require, as a condition to the granting of any Franchise, agreement or permit, that the Franchisee, Contractor or Permittee provide such insurance as CCCSWA may require, including, but not limited to, commercial or comprehensive general liability insurance, automobile liability insurance and workers' compensation and employer liability insurance. CCCSWA shall further 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 CCCSWA. CCCSWA shall make such further terms and conditions concerning the insurance as it may determine, including naming of additional insureds such as CCCSWA, its Member Agencies, their respective Town and City Councils, Boards of Directors and Board of Supervisors, employees, representative, agents and volunteers.

Section 16 Liquidated Damages

CCCSWA may set standards and provisions with Franchise agreement or permits for assessment and collection of any liquidated damages that may apply. CCCSWA may further set the amounts of such liquidated damages and the qualifying events justifying assessment and collection thereof, along with procedures for enforcement. Such liquidated damages, may include, but not be limited to, specific performance events, such as failure to collect waste from a given customer, or such other events as CCCSWA may determine.

Section 17 Records/Audits

CCCSWA shall set, by rule or regulation, resolution or ordinance, or agreement, or otherwise, appropriate reporting and record retention requirements and auditing procedures for generators or Collectors of Solid Waste, Green Waste and Recyclable Materials. Such record requirements may include, but not be limited to, the type of Waste Generator, the amount by volume or weight or otherwise collected or disposed of, records concerning the type and classification of materials as waste or Recyclable Materials, the location of Disposal, the amount and types of waste disposed of or diverted from Landfills separated by jurisdiction, and such other record reporting requirements as CCCSWA may determine.

CCCSWA shall further set record and reporting requirements concerning the Collection of customer payments and related Franchise and service fees by the Franchisee, Contractor and Permittee. Such requirements may include, but not be limited to, the amounts collected, the identity of customers, and the amount and dates paid, the frequency of reporting requirements, the length of preservation of such records, and any such other requirements concerning the reporting and record keeping as CCCSWA may determine relevant. CCCSWA shall further set any such standards it determines appropriate, whether

by resolution or ordinance or agreement or otherwise, concerning the authority of CCCSWA to inspect Franchisee, Contractor and Permittee records and the procedures therefore. In addition, CCCSWA shall set such standards and procedures and designate such Persons or representatives as it deems appropriate for the auditing of the Franchisee, Contractor and Permittee records.

Section 18 Defaults/Termination of Service

CCCSWA shall determine what constitutes a permit violation or breach of a Franchise agreement and shall adopt and implement such rules, regulations, ordinances, resolutions, agreement and policies as are necessary to provide reasonable notice of same to the Franchisee, Contractor or Permittee. CCCSWA shall establish provisions concerning procedures for termination of the Franchise agreement or suspension or revocation of a permit, including when, and under what circumstances, the immediate termination or suspension or revocation 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 or suspension or revocation of a permit may include, but is not limited to, violation of this Ordinance, of relevant laws and regulations, or any breach of the Franchise agreement or permit. CCCSWA shall further set such procedures as it elects for any hearing and appeal procedures for default and termination of the Franchise or suspension or revocation of permits.

Section 19 Authority to Take Over Franchise Operation

CCCSWA shall establish by rule or regulation, ordinance or resolution, agreement or condition of permit, or otherwise, events justifying CCCSWA's taking possession of Franchisee's equipment, facilities, records and of the entire operation of a Franchisee as it

relates to provision of Solid Waste services to CCCSWA and its constituents. CCCSWA shall establish the terms and conditions under which CCCSWA shall be obligated to reimburse the Franchisee for taking over its operations and possession of its equipment and facilities, and such terms and conditions under which CCCSWA shall not be obligated to so reimburse or pay the Franchisee. CCCSWA shall further establish the conditions under which CCCSWA shall continue to retain possession of the equipment and facilities and control of the operations of a Franchisee, and shall further provide under what terms and conditions, such events do not constitute a "taking" from a Franchisee. Such terms and conditions shall further include the obligation of a Franchisee to cooperate with CCCSWA with respect to the continued provision of Solid Waste, Green Waste and Recyclable Materials Collection services and billing therefore. CCCSWA may further provide for an established procedure concerning the designation of a third party to act on behalf of CCCSWA in conducting said Collection services, including utilization of the Franchisee equipment and facilities.

Section 20 Franchisee/Permittee/Contractor Right to Sue

CCCSWA shall set terms and conditions, whether by rule or regulation, ordinance or resolution, agreement or condition of permit, or otherwise for the Franchisee, Contractor and Permittee to sue any third party who may cause damage to the Franchisee, Contractor and Permittee in conducting its operations pursuant to a CCCSWA Franchise, agreement or permit. Said third parties may include Persons who interfere with the right of Franchisee, Contractor and Permittee to collect wastes and Recyclable Material pursuant to their agreements and permits (e.g. scavengers).

Section 21 Assignment

No permit, Franchise, or agreement shall be assigned by the Franchisee, Contractor or Permittee without the prior written approval of CCCSWA.

Section 22 Independent Contractor

Franchisees, Contractors and Permittees shall, for all purposes, be considered independent contractors and not employees or partners or joint venturers with CCCSWA, or its Member Agencies, in providing the Collection services specified within the Franchise agreement or permit, unless specifically set forth to the contrary therein.

Section 23 Diversion Rates

CCCSWA shall require by rule or regulation, ordinance or resolution, agreement or condition of permit, or otherwise that any Franchisee, Contractor or Permittee conduct its operations to ensure that CCCSWA receives the maximum feasible diversion credit possible toward its CIWMA goals. CCCSWA may further set such standards of operation and objective measurements concerning diversion and attainment of any CIWMA diversion goals to ensure such diversion credits for CCCSWA and its Member Agencies resulting from the diversion of Green Waste, Solid Waste and Recyclable Materials.

Section 24 Collection/Spillage

Each Franchisee, Contractor and Permittee shall exercise all reasonable care and diligence in collecting and transporting Solid Waste, Green Waste and Recyclable Material so as to prevent the propagation or attraction of flies, rodents, or other vectors and the creation of nuisances by spilling, scattering or dropping such waste and materials and shall immediately, at the time of occurrence, clean up any spillage.

Section 25 Change of Ownership or Control

CCCSWA may, by rule or regulation, ordinance or resolution, agreement or condition of permit, or otherwise, provide for termination of the Franchise agreement or suspension or revocation of the permit, in the event that there is a change of ownership, management or control of any material nature with respect to a Franchisee, Contractor or Permittee. CCCSWA shall further set forth the definitions, terms and conditions regarding change of ownership or control, and which events will not justify termination, suspension or revocation. Such events not justifying termination, suspension or revocation, at the election of CCCSWA, may include temporary change of ownership or control resulting from death or incapacity.

Section 26 Permits

CCCSWA, by rule or regulation, ordinance or resolution, agreement or condition of permit, or otherwise, shall establish the standards and requirements for issuance and renewal of permits. Such standards and requirements may include requirements for provision of certain information from the Permittee, such as:

- (1) Name and description of the Permittee applicant;
- (2) Permanent residential and business address of the Permittee applicant;
- (3) Trade and firm name and structure of business of applicant;
- (4) The name and permanent addresses, corporate officers and corporate shareholders owning greater than a given percentage share (to be determined by CCCSWA) of the corporation, and their percentage of ownership;
- (5) Such other information as CCCSWA deems relevant concerning the issuance or renewal of such permit.

CCCSWA shall further establish the procedures for issuance or renewal of the permit and the Person or Persons within CCCSWA having authority to issue or renew such permits. CCCSWA shall further establish any such hearing procedures as it deems relevant to the issuance or renewal of such permits. CCCSWA shall further set the term of the permit, and any other conditions that CCCSWA deems applicable.

ARTICLE V. SUBSCRIPTION TO COLLECTION SERVICES

Section 1 Non-Mandatory Subscription

Subscription to Collection services from an exclusive Franchisee, Contractor or Permittee is not mandatory. However, every Responsible Party shall be responsible for the satisfactory removal of all Solid Waste accumulated on private property in order to prevent propagation, harborage, or attraction of flies, rodents or other vectors, or the creation of nuisance or any other condition which is a threat to the public health.

Therefore, under such conditions, or in the event that compliance with any federal, state or locally mandated law is jeopardized, CCCSWA may provide, by rule, regulation or resolution that subscription to Solid Waste, Green Waste, Recyclable Materials Collection service, or other such Collection program as may be established pursuant to this Ordinance, shall be mandatory throughout CCCSWA jurisdictional boundaries. CCCSWA may alternatively provide by rule, regulation or resolution, that subscription to such service is mandatory for any Responsible Party who fails to otherwise provide for collection and/or disposal of accumulated Solid Waste in a manner consistent with this Ordinance which thereby creates a nuisance, or other public health or sanitation condition unacceptable to CCCSWA. CCCSWA may also alternatively provide, by rule, regulation or resolution, that subscription to such services is mandatory only in certain of the Member Agency jurisdictional boundaries where it is deemed necessary by the local health officer or the legislative body of the Member Agency due to the propagation of vectors and for the protection of the public health.

CCCSWA may further provide that certain services, such as recycling Collection services, may not be provided without subscription to other specified Solid Waste Collection

services. CCCSWA or a Member Agency may further provide that subscription to certain of the services is mandatory in certain, or all, of the areas of CCCSWA, while subscription to other services and programs established pursuant to this Ordinance is not mandatory. CCCSWA may further establish any exemptions to such mandatory subscription requirements and establish the procedures for applying and standards for qualifying for such exemptions.

However, nothing herein is intended to alter the existing County requirements for mandatory subscription for the unincorporated County areas of the CCCSWA.

**ARTICLE VI. RECYCLING, COLLECTION AND OTHER
SERVICE PROGRAMS**

Section 1 Recycling and Other Collection and Service Programs

CCCSWA shall have the authority to establish any and all programs it deems appropriate to further its obligations, and the policies and goals of CIWMA, and to establish such other programs as it deems in the public interest related to the programs and services established pursuant to this Ordinance. Such additional programs may include Collection of Recyclable Materials and Green Waste from Commercial and Industrial Premises pursuant to the Permitting of Commercial Recycling Transporters Ordinance and Composting on Premises. CCCSWA shall set any and all standards for performance and operation of such services.

Section 2 Collection of Recyclable Materials

With respect to Collection of Recyclable Materials, CCCSWA may establish such additional programs, and operation requirements and performance standards, and duties of Franchisees, Contractors, Permittees and customers receiving service, including but not limited to:

- (1) Standards relating to prohibition or limitations on commingling of Recyclables with Solid Waste by the Waste Generator or Collector;
- (2) Standards regarding source separation;
- (3) Standards regarding Composting on Premises;
- (4) Source reduction programs and requirements;
- (5) Standards for materials to be Recycled and Collection thereof;
- (6) Numeric or performance objectives for waste diversion; and

- (7) Such other requirements as CCCSWA, in its discretion, may deem appropriate to develop and impose.

ARTICLE VII. LITTER

Section 1 Litter Prohibition

CCCSWA shall, by rule or regulation, resolution or ordinance, set such standards and requirements for the proper discard of any Solid Waste as it deems appropriate. It shall be unlawful for any Person to discard any waste materials upon public rights of way, public land or water in violation of this Ordinance or of the rules and regulations established by CCCSWA pursuant to this Ordinance and thereby create Litter. Nothing in this Ordinance shall prevent Litter Collection, community cleanup, creek cleanups, or other program organized or sponsored by a civic, youth or charitable organization, or other public agencies and its Franchisees, Contractors or Permittees.

Section 2 Disposal of Residential Solid Waste or Commercial Waste in Public Refuse Containers is Prohibited

It shall be unlawful for any person to discard any residential or commercial waste materials within any public Container maintained for disposal of Refuse by pedestrians.

ARTICLE VIII. OWNERSHIP OF SOLID WASTE

Section 1 CCCSWA Right to Assert Ownership of Solid Waste

CCCSWA reserves the right to assert ownership or right to possession of Solid Waste, Green Waste and Recyclable Materials placed for Collection, despite any other provisions within this Ordinance transferring ownership of such wastes and Recyclable Materials to the Franchisee, or Permittee. Nothing within this Ordinance shall be construed as giving rise to any inference that CCCSWA or its Member Agencies has such ownership or possession unless CCCSWA by resolution or ordinance asserts its rights under this Ordinance and provides the Franchisee, Contractor or Permittee prior written notice of such assertion of control. CCCSWA further reserves its right to direct the Collection, transport, transfer, processing, Recycling and re-use of Solid Waste, Green Waste and Recyclable Materials, and to direct its ultimate site for Disposal or processing. CCCSWA shall not exercise said right, or any portion thereof, unless it asserts ownership by further resolution or ordinance, and written notice is given by CCCSWA to the Franchisee, Contractor or Permittee involved.

Section 2 Franchisees', Contractors' and Permittees' Ownership of Solid Waste s,'

The Franchisees, Contractors and Permittees shall own all Solid Waste, Green Waste and Recyclable Materials upon Collection thereof by the employees, contractors or subcontractors of said Franchisee, Contractor and Permittee unless CCCSWA asserts its ownership in the manner described above.

Section 3 Franchisees, Contractors or Permittees Refusal to Collect Certain Waste s

The Franchisees, Contractors and Permittees shall instruct its employees regarding any requirements for the Collection, or refusal to collect, certain wastes, including Hazardous Waste and Hazardous substances. These employees shall further be instructed as to the

conditions under which they may refuse to collect Solid Waste, Green Waste and Recyclable Materials from any Container and any requirements concerning notice to the customer of such refusal. CCCSWA shall not be liable or responsible for the Collection of any wastes placed for Collection by customers, nor shall CCCSWA be liable or responsible for any damages resulting there from.

ARTICLE IX. GENERAL PROVISIONS

Section 1 Violation of Ordinance

CCCSWA shall establish such fines, penalties and charges as it deems appropriate for violations of this Ordinance. Fines for violations of this Ordinance shall not exceed One Thousand Dollars (\$1,000) per violation occurrence and penalties shall not exceed thirty (30) days in prison as a misdemeanor. CCCSWA shall have the further authority to establish such other remedies for violation of this Ordinance as it deems necessary and appropriate, including, but not limited to, establishment of infractions, civil penalties, notices of violation and clean-up orders. (See Article III, Section 3.E above regarding Scavenging.) CCCSWA may further provide that if a notice of violation or clean-up order is not complied with, that CCCSWA may file a civil complaint based thereon. CCCSWA shall establish such other enforcement procedures for violation of this Ordinance as it deems reasonable or necessary.

Section 2 Americans with Disabilities Act (ADA) Compliance

The Franchisees, Contractors and Permittees for Collection of Solid Waste, Green Waste and Recyclable Materials shall make reasonable accommodations for any individual with a disability in compliance with the ADA at no additional cost to the customer. In addition, CCCSWA has the right to require a Franchisee, Contractor or Permittee to provide special collection services including, but not limited to, on-property service, beyond that which is minimally required by the ADA.

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 there from.

Section 4 CIWMA Programs

CCCSWA may enter into agreements or memoranda of understanding (MOU) with some, or all, of its Member Agencies, or with others, regarding implementation of CIWMA programs and requirements. Any such agreement or MOU regarding implementation of CIWMA programs and requirements or the performance of administrative reporting functions for purposes of CIWMA compliance shall not subject CCCSWA to diversion related fines or penalties, unless CCCSWA expressly assumes responsibility for CIWMA diversion-related goals pursuant to separate agreement or MOU.

Section 5 Designated CCCSWA Representative

CCCSWA may appoint any officer or employee of CCCSWA, or its Member Agencies, or any other representative, to have the authority of CCCSWA to enter any Franchisee, Contractor, or Permittee or customer premises to inspect said property for compliance with this Ordinance. CCCSWA may establish the rights and duties of such designated officer or representative, including any obligations to provide notice concerning said inspections.

Section 6 Private Road Limitation of Liability Tariff

The provision of Solid Waste, Recycling and green Waste services to all members of the public within the jurisdictional boundaries of CCCSWA is a service which may be

provided by exclusive Franchisees pursuant to Franchise agreement terms and conditions, including service standards and classifications, rate limitations and attendant liabilities. It is inherent in the use of Solid Waste, Green Waste and Recycling vehicles that a certain amount of wear and tear, occasionally resulting in damage, may be caused to private roads or rights-of-way, where such roads or rights-of-way are not constructed or maintained to the standards and specifications required for publicly maintained streets and highways. In order for service to be provided by an exclusive Franchisee, pursuant to the terms and conditions of a Franchise agreement, to the various residences and businesses within the jurisdiction which are located on private roads or rights-of-way, CCCSWA may limit the exclusive Franchisee's potential liability to the Franchisee's customers for non-negligent damage to private property.

The provisions of any such limitation of liability shall not apply to errors and omissions of an exclusive Franchisee, its officers, employees or agents, caused by willful misconduct, fraudulent conduct, or violations of the law, nor shall any limitation apply to errors and omissions due to the negligence of the exclusive Franchisee, its officers, employees or agents.

CCCSWA may, from time to time, receive requests for approval of limitations of liability from an exclusive Franchisee which are intended to operate as a condition or term of service. The CCCSWA Board shall, from time to time, approve such terms of service and authorize such limitations of liability as will be necessary to assure that the appropriate levels of service remain generally available to residential and commercial constituents within CCCSWA's jurisdictional boundaries where such residences or businesses are located on private streets or rights-of-way.

Section 7 Fees for Special Handling of Hazardous, Infectious or Medical Wastes

CCCSWA may charge commercial entities for the Collection or special handling of Hazardous Waste, Hazardous Substances, or Infectious Wastes which are otherwise not authorized to be collected pursuant to the Franchise, permit or this Ordinance. CCCSWA may further provide that the Franchisee, Contractor or Permittee may charge and collect such fees and charges on behalf of CCCSWA.

Section 8 Legal Action

CCCSWA may sue on its own behalf to enforce the provisions of this Ordinance and to seek any fines, penalties and damages for violation thereof.

Section 9 Discrimination

CCCSWA and its Franchisees, Contractors and Permittees 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 10 Notice

CCCSWA may establish by rule or regulation, resolution or ordinance, agreement or permit condition, or otherwise, the standards and procedures to follow with respect to notice of violation of any Franchise agreement or permit, or of this Ordinance.

Amended by the Central Contra Costa Solid Waste Authority Board of Directors this _____ day of _____, 2005 by the following vote:

AYES: Members:

NOES: Members:

ABSENT: Members:

Chair, Central Contra Costa

Solid Waste Authority
County of Contra Costa, State of
California

COUNTERSIGNED:

Sheri Johanson,
Secretary of the Central Contra
Costa Solid Waste Authority
County of Contra Costa, State of California

APPROVED AS TO FORM:

Kenton L. Alm,
Counsel for the Authority

729787v2

ATTACHMENT A

Upon adoption of the CCCSWA Ordinance, each Member Agency shall either repeal all, or portions, of that Member Agencies' existing solid waste ordinance, as appropriate, and independently adopt, by resolution or ordinance, the CCCSWA Ordinance which will give this Ordinance full force and effect within each Member Agencies' jurisdiction except as stated below:

- Contra Costa County The existing County Ordinance, and any amendments hereafter, will remain in full force and effect without exception within the unincorporated areas of Contra Costa County.

- City of Walnut Creek Title 5 Chapter 3 of the Walnut Creek Municipal Code will not be rescinded; however, the City of Walnut Creek will adopt the CCCSWA Ordinance, and will not enforce said existing city Title 5 Chapter 3 of its municipal code while Walnut Creek participates or is a member of CCCSWA and so long as the CCCSWA Ordinance adopted by the City remains in full force and effect.

- City of Orinda The City of Orinda previously adopted Chapter 416-14, 418-6 of the Contra Costa County Solid Waste Ordinance. Upon adoption of this Ordinance by the City, the CCCSWA Ordinance will supersede the existing ordinance and will be in full force and effect within the City of Orinda.

- Town of Danville Title 7 Chapter 4 of the Danville Municipal Code pertains to refuse collection. Upon adoption of this Ordinance by the Town, the CCCSWA Ordinance will supersede the existing ordinance and will be in full force and effect within the Town of Danville.

- City of Lafayette The City of Lafayette has not enacted a solid waste ordinance. Therefore, upon adoption of this Ordinance by the City, the CCCSWA Ordinance will be in full force and effect within the jurisdictional boundary of the City of Lafayette.

- Town of Moraga Upon incorporation, the Town of Moraga incorporated the Contra Costa County Solid Waste Ordinance by reference. Upon adoption of the Ordinance by the Town, the incorporation by reference of the Contra Costa County Solid Waste Ordinance will be rescinded and the

Contra Costa County Solid Waste Ordinance will have no further application within the jurisdictional boundary of the Town of Moraga. Upon adoption by the Town, the CCCSWA Ordinance will be in full force and effect within the jurisdictional boundaries of the Town of Moraga.

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