

SANITARY DISTRICT NO. 1 OF MARIN COUNTY

ORDINANCE NO. 30

The Board of Directors of Sanitary District No. 1 of Marin County does ordain as follows:

ARTICLE 1. PURPOSE.

Section 1. The purpose of this ordinance is to prevent actual or potential public health hazards and nuisances within all or portions of the area of Sanitary District No. 1 of Marin County, State of California, by the regulation of the accumulation, collection, and disposal of garbage, rubbish, waste matter and refuse, and the licensing of persons engaged therein. The provisions of this ordinance shall be applicable only as to those portions of the area of Sanitary District No. 1 of Marin County which are hereinafter declared and described or which may subsequently be declared by resolution or ordinance.

Section 2. Definitions. "Garbage" means any animal, fruit and vegetable refuse; any offal, any leaves and cuttings, trimmings from trees, shrubs and grass; any inorganic refuse and rubbish; anything thrown away as worthless; any kitchen, table, fountain, or refuse or other matter that attends the preparation, consumption, decay, dealing in or storing of any kind of matter for human consumption.

"Rubbish" means and includes cardboard and pasteboard, rags, papers, straw, sawdust, packing materials, shavings, boxes and similar combustible materials.

"Waste Matter" shall mean and include crockery, bottles, tin cans, metals of all kinds, metal vessels, ashes, shells, plaster, bricks, concrete, plastics, and any and all other similar non-combustible materials.

"Refuse" means and includes all types of materials as defined under the headings of "Garbage", "Rubbish", and "Waste Matter".

"Person" is any person or persons, firm, association or corporation acting as principal, agent or officer, servant or employee, for himself or for any other person, firm, or corporation.

"Dwelling". For the purpose of this ordinance, each apartment or flat shall be considered as a separate dwelling, and no two or more producers of garbage shall use the same garbage container.

ARTICLE II. STORAGE AND DISPOSAL.

Section 1. It shall be unlawful for any person to keep, deposit, bury or dispose of any refuse, except as provided in this ordinance, in or upon any private property, public property, street, alley, sidewalk, gutter, park or upon the banks or within any stream or creek in said District, or in or upon any of the waters thereof; and every person in said District having the obligation of the disposal of refuse as provided in this ordinance shall dispose of the same only in the manner provided in this ordinance through the designated refuse collector or in an incinerator or disposal device properly constructed and operated in accordance with law.

Section 2. Every owner, tenant, lessee, or occupant of any dwelling house or premises, ark, barge or watercraft, and the keeper, operator or manager of any hotel, restaurant, eating house,

boarding house, yacht club, yacht harbor, or other building or place where meals are furnished, and the owner of every furnished flat, or apartment house, and the owner, proprietor, or operator of every grocery, butchershop, businesshouse, store, school, hospital, office building, church, or other facility producing refuse shall have the refuse collection service by the designated refuse collector of said District at least once each week, and shall pay said refuse collector for said collection service at the monthly rates provided therefor. In each instance, the owner shall be primarily responsible for the payment of the charges provided for herein.

Section 3. It shall be the duty of every owner, tenant, lessee or occupant of any dwelling house or premises, ark, barge, or watercraft, and the keeper, operator or manager of every hotel, restaurant, eating house, boarding house, yacht club, yacht harbor, or other building or place where meals are furnished, and of the owner, tenant, lessee or occupant of every furnished flat, or apartment house, and of every tenant, lessee, operator, or owner of every grocery, butchershop, businesshouse, store, school, hospital, office building, church, or other facility producing refuse, and of every person having refuse to be disposed of, to provide without expense to the District and at all times to keep within said building or on the premises suitable and sufficient water-tight cans or receptacles not to exceed 32-gallon capacity, with suitable bales or handles, and each having a tight fitting cover, for receiving and holding without leakage, or escape of odors, and without being

filled to beyond the top, all of the refuse which would ordinarily accumulate on said premises in such time as would ordinarily elapse before the same would be removed by the official refuse collector; and all such cans shall be so placed and kept as to be readily accessible for removing and emptying the refuse therefrom and where they will not be a public nuisance or in any degree offensive. Non-residential premises shall have containers of suitable size and construction so as to contain the refuse in a manner acceptable to the District.

Section 4. No refuse receptacle shall be placed or kept in or on any public street, sidewalk, footpath, or any public place whatsoever, but shall be placed on the premises.

Section 5. It shall be unlawful to place, or permit to remain, any garbage or any other material subject to decay other than leaves and grass except in a suitable covered container.

ARTICLE III. LICENSE OR CONTRACT.

Section 1. The District may, with or without having invited bids therefor, enter into a contract with any responsible person, firm or corporation for the collection, removal or disposal of refuse accumulated within said District. The term of said contract, rates of collection, and other provisions of said contract shall be as provided by resolution of the Board of Directors of the District. Where such a contract has heretofore been or hereafter is entered into between the District and a contractor for the collection, removal and disposal of refuse as herein provided, and said contractor shall have satisfactorily performed such contract, the District may, without inviting bids or proposals therefor and without giving notice of its intention to do so, either prior to or

after the expiration of such contract, extend or renew the same for such a period and on such terms and conditions as the Board of Directors of the District shall provide by resolution.

Section 2. The collector must provide refuse pickup service to all persons situated within the areas specified in such contract, provided payment for such service is made. Such service shall be provided in a competent, efficient, clean and courteous manner. The District may establish standard regulations for the methods of collection of refuse service charges, including the enforcement thereof.

Section 3. The provisions of this ordinance shall be the minimum requirements for the protection of the public health, safety, convenience and general welfare.

Section 4. The refuse collector contracted with, in accordance with this ordinance, shall be considered as and shall be an independent contractor and shall be responsible to the District for the result of his work to be done, but shall act under his own directions as to the manner of performing his work; and he shall keep himself and all of his employees insured against all liability under California's workmen's and employees' insurance, compensation and safety laws, and against public liability and property damage (including all such liability for use of operation of motor vehicles used in the performance of work hereunder). Such public liability insurance shall be to the extent on One Million Dollars (\$1,000,000.00) for the death or injury of one person, and Three Million Dollars (\$3,000,000.00) for the death or injury of more than one person,

as well as property damage insurance to the extent of Five Hundred Thousand Dollars (\$500,000.00). Evidence of such insurance shall be filed with the District upon request.

Section 5. An award of such contract shall confer upon the person to whom the contract is awarded the exclusive right as refuse collector hereunder, during the terms of the contract, to collect, transport and dispose of all refuse collected within the area specified, and all provisions of this ordinance applicable to the refuse collector shall constitute and be a part of any contract awarded hereunder, provided, however, that such exclusive right shall not mean that debris box service for construction and temporary cleanup purposes cannot be provided within the area specified by persons other than the designated refuse collector.

Section 6. The person to whom such contract shall be awarded shall file with the District a bond for the faithful performance of the contract in the sum of Ten Thousand Dollars (\$10,000.00). Said bond shall be immediately paid to District, whether or not the District has suffered any financial damage, upon the determination by District that the refuse collector has failed to fully perform in a competent, efficient, clean and courteous manner all of the services provided by this ordinance or the contract between the District and the refuse collector.

Section 7. With the exception that the sanitary requirements of this ordinance must be complied with, the provisions hereof shall not apply to persons collecting dead animals, bones, or meat scraps for tallow plants or industrial wastes.

ARTICLE IV. RATES.

Section 1. A charge shall be collected by the refuse collector from each and every user of such service, or owner of the premises, at rates to be established by contract between the District and the refuse collection, said rates to be subject to change upon approval of and agreement between the District and said refuse collector.

ARTICLE V. DECLARED AREAS.

Section 1. That certain area known generally as the unincorporated areas of Greenbrae, Kentfield, Kent Woodlands and Del Mesa, as depicted on EXHIBIT "A" attached hereto and incorporated herein, is hereby declared as an area requiring refuse collection services in which an exclusive contract may be entered pursuant to Article III.

ARTICLE VI. PENALTIES AND CONSTITUTIONALITY AND EFFECTIVE DATE.

Section 1. If any person is arrested for a violation of this ordinance, and such person is not immediately taken before a Court or Magistrate as provided in the Penal Code of the State of California, the arresting officer shall prepare in duplicate a written notice to appear in Court, containing the name and address of such person, the offense charged, and the time and place when and where such person shall appear in Court. The time specified in such notice to appear must be at least five (5) days after such arrest. The place specified in such notice to appear shall be before a Judge of the Municipal Court for the Central Judicial District of Marin County, State of California. The officer shall deliver one

copy of the notice to appear to the arrested person, and the arrested person, in order to secure release, must give his written promise to so appear in Court by signing the duplicate notice which shall be retained by the officer. Thereupon, the arresting officer shall forthwith release the person arrested from custody.

Section 2. Any person willfully violating his written promise to appear in Court is guilty of a misdemeanor, regardless of the disposition of the charge upon which he was originally arrested.

Section 3. When a person signs a written promise to appear at the time and place specified in the written promise to appear and has not posted bail as provided in the California Penal Code, a warrant for his arrest shall issue and be delivered for execution within twenty (20) days after his failure to appear as promised.

Section 4. Any person violating any of the provisions of this ordinance shall be guilty of a misdemeanor, and upon conviction thereof shall be punishable by a fine of not more than One Hundred Dollars (\$100.00), or by imprisonment for a term of not to exceed one (1) month, or both.

Section 5. If any word, phrase, clause or paragraph of this ordinance shall be declared unconstitutional or void for any reason, the same shall not affect any other part or parts hereof, it being the intention of the District to pass and adopt each word, phrase, clause or paragraph of this ordinance regardless of any other word, phrase, clause or paragraph hereof.

Section 6. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

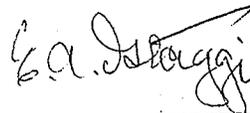
Section 7. This ordinance shall be entered in full in the Minutes of the Board, shall be published once in the Independent-Journal, a newspaper of general circulation published in the District and posted in three public places in the District and shall take effect on January 1, 1976.

PASSED AND ADOPTED by the Board of Directors of Sanitary District No. 1 of Marin County at a Special Meeting duly held on the 17th day of December, 1975, by the following vote, to-wit:

AYES: Ostaggi, Knoles, McDonald, Cronin

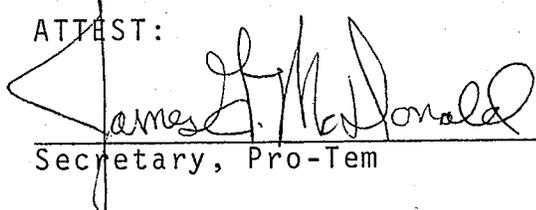
NOES: None

ABSENT: Davison



President of the Board of Directors

ATTEST:



Secretary, Pro-Tem