

ORDINANCE NO. 99-~~01~~04

AN ORDINANCE OF THE BELL CANYON COMMUNITY SERVICES DISTRICT
AMENDING AND RESTATING ORDINANCE NO.96-003 RELATING TO
REFUSE COLLECTION, DISPOSAL AND RECYCLING

WHEREAS, the Bell Canyon Community Services District ("District") intends to enter into a new agreement for refuse collection and disposal, curbside recycling and green waste recycling with ADAJ Corp., a California corporation dba Las Virgenes Disposal Co.; and

WHEREAS, it is deemed advisable and in the best interests of the District to amend Ordinance No. 96-003 to, among other things, extend the maximum duration of any collection contract entered into by the District, and revise certain defined terms; and

WHEREAS, the Board of Directors deems it advisable to amend and restate existing Ordinance No. 96-003 into a new Ordinance No. 99-~~01~~04 (henceforth to be known as "Ordinance No. 99-01");

NOW, THEREFORE, THE BOARD OF DIRECTORS OF THE BELL CANYON COMMUNITY SERVICES DISTRICT DOES ORDAIN AS FOLLOWS:

Section 1. Definitions.

Unless the context otherwise requires, the following definitions shall govern the construction of this chapter:

A. "District" means the Bell Canyon Community Services District and all territory now or hereafter included within the boundaries of the District.

B. "Contractor" means any person with whom the District may have a contract pursuant to this ordinance for the collection and disposal of refuse, or collection of recyclable materials or green waste from any property within the District.

C. "Employee" means all persons engaged in the operation or conduct of any refuse or recycling Contractor business as defined in subsection B, whether as owner, partner, agent, manager, and any and all other persons employed or working in the business.

D. "Garbage" includes all kitchen and table food waste, household waste, and animal or vegetable waste, that attends or results from the storage, preparation, cooking or handling of foods.

E. "Rubbish" means wastepaper, cardboard, tin cans, wood, glass, metal, bedding, crockery, plastics, rubber by-products, litter, leaves, grass cuttings, yard clippings, plant and tree trimmings, and other discarded or rejected materials that become useless to their owner or are treated as useless by their owner. "Rubbish" includes "recyclable materials" and "green waste" until separated and placed at curbside for collection by a District resident as set forth hereafter.

F. "Refuse" means garbage and rubbish. "Refuse" may also sometimes be referred to hereafter as "Trash." "Refuse" shall not include "prohibited materials," as defined hereafter.

G. "Recyclable materials" means domestic or residential rubbish or by-products of economic value which are co-mingled or source-separated by a District resident and then separated, set aside, handled or offered by a District resident for collection by the Contractor at curbside in a manner different from refuse. "Recyclable materials" specifically includes, without limitation: glass, wastepaper, cardboard, plastics and metals. "Recyclable materials" are subject to curbside recycling collection by the Contractor.

H. "Green waste" means leaves, grass cuttings, yard clippings, and plant and tree trimmings generated at residential premises which are separated, set aside, handled or offered by a District resident for collection by the Contractor at curbside in a manner different from refuse or recyclable materials. "Green waste" is subject to curbside recycling collection by the Contractor.

I. "Manure" means waste generated by horses within the District.

J. "Prohibited Materials" includes bricks, stones, concrete, cement, plaster, and debris incident to construction or demolition; hot ashes; earth, sod and sand other than the minimal amounts accumulated in ordinary cleaning; any toxic, radioactive or hazardous materials, chemicals or waste, including flammable or explosive substances such as drain oil and paints; medical waste; medicines, drugs, and pills, unless securely enclosed in containers which do not in any way indicate the nature of the contents; and bulky or unusually heavy items such as discarded furniture, refrigerators, home appliances, water heaters and similar items.

K. "Property" or "Properties" means all real property, either residential or non-residential, upon which waste or refuse is produced or accumulates.

L. "Person" means an individual, partnership, corporation, or any commercial association or venture, however formed.

M. "Resident" means every occupant or possessor of improved real property in which a person lives or resides.

N. "Residence" means the house located on the residential real property occupied by a resident.

O. "Owner" means a person holding title to residential real property within the District.

P. "Manager" shall mean the Manager of this District. The Manager may delegate his or her responsibilities under this ordinance to other District employees.

Q. "Street" means any public or private street or way.

R. "Truck" means any truck, trailer, semi-trailer, conveyance or vehicle to collect, hold or transport trash, garbage, waste and refuse upon and along the streets, roads and highways of the District.

S. "Independent Contractor" means a person other than the Contractor with whom the District has a collection contract.

Section 2. Intent.

It is the declared intent of the District to provide for the collection, removal and recycling of refuse, recyclable materials and green waste from residential real property within the District in accordance with the provisions of this ordinance, any rules and regulations of the District adopted pursuant to this ordinance, and the terms and conditions of any contract between the District and a Contractor or Contractors pursuant to this ordinance. It is the further intent of the District to encourage source reduction and recycling to decrease the amount of solid waste otherwise subject to landfill disposal, and to otherwise make reasonable and appropriate efforts to comply with the goals and purposes set forth in the California Integrated Waste Management Act of 1989, as amended. [Public Resources Code Section 40000, et seq.].

Section 3. Exclusive Right of District to Regulate Refuse Collection and Disposal.

The collection, removal and disposal of all refuse, recyclable materials and green waste shall be performed by the District or its authorized Contractor or Contractors and no other person shall engage in the business of collection, removal and disposal of such items unless authorized to do so by the District.

The provisions of this section shall not apply to any resident hiring an independent Contractor to haul refuse or prohibited materials from residential property for which hauling is not provided by the District or its Contractor or Contractors, nor

shall these provisions apply to those exemptions specified in Sections 6 and 7 herein.

Section 4. Supervision of Collection.

A. The Manager shall supervise the collection, removal and disposal of refuse, recyclable materials and green waste within the District.

B. The Board of Directors of the District may by resolution adopt rules, regulations, terms and conditions governing such collection, removal and disposal, which are not inconsistent with the provisions of this ordinance.

Section 5. Eligibility for Service.

All legally-occupied, single-family residences within the District shall be eligible to receive refuse collection and disposal and recycling services by the District's Contractor or Contractors. Each residential property so served must be on the current property tax roll for the County of Ventura, with all taxes paid and current. Provision of services to a residence is subject to proof of the conditions of this ordinance.

In the event non-compliance by a resident with the terms and conditions of the Ordinance, the District Board of Directors may discontinue service to the property, with service reinstated only upon payment of a \$100.00 fee to the District for recovery of District's costs in discontinuing and reinstating the service. Prior to any decision by the Board of Directors to discontinue service, the Manager shall notify the resident in writing of the resident's violation of the Ordinance. The notice shall cite the provisions of this section and the Ordinance provisions which resident is violating and shall contain a warning that the resident's service is subject to discontinuance in the event of further violation(s). Should further violation(s) occur, the Board of Directors upon notice to the resident may conduct a hearing and take action to discontinue service based upon non-compliance with the terms and conditions of this Ordinance.

Section 6. Residents' Exemption.

Residents' occasional load of refuse or waste, not containing garbage, from their own property to a legal point of disposal shall be exempted from the provisions of this ordinance.

Section 7. Gardeners' Exemption.

This ordinance does not apply to the hauling of green waste or manure to or at a legal point of disposal as part of gardening or horticulture. Any such waste which is not hauled away by gardeners, but is instead left on a property, shall be placed at

curbside for disposal only during the scheduled collection hours specified in Section 16 herein.

Section 8. Deposit of Refuse or Prohibited Materials on Streets.

It shall be unlawful for any person to deposit, or cause or permit to be deposited, any refuse or prohibited materials upon or in any public sidewalk, street, road, highway, court or alley within the District, or upon any property owned or leased by the District, except in receptacles or areas specifically designated or provided for that purpose.

Section 9. Accumulation of Refuse on Property.

Every resident, owner or person in control of property shall properly store and maintain accumulations of refuse such that it will not be carried or deposited by the elements upon any street, sidewalk or public place or upon the private property of another person. It shall be unlawful for any resident or person to deposit, store, or cause or permit to be deposited or stored, any refuse upon any property possessed by such resident or person so that such refuse constitutes a "nuisance" pursuant to Section 31 herein. Every resident or person in control of property where there is any accumulation of refuse shall cause the same to be lawfully removed or disposed of at least once each calendar week.

No resident or person occupying or in control of property shall set out or cause to be set out for collection during any week refuse for collection other than refuse originating on that same property. No resident or person may discard prohibited materials through the weekly collection process described herein. All residents and other persons in possession of such prohibited materials shall either lawfully dispose of such materials themselves or make arrangements with the Contractor or another person (independent Contractor) to remove and dispose of such materials.

Section 10. Refuse and Recycling Containers.

Contractor(s) shall provide each residential property with three (3) ninety (90)-gallon refuse and recycling containers or carts, including lids, of the type specified herein or otherwise approved by District. Contractor(s) shall provide one (1) container(s) or cart(s) each for: (a) refuse; (b) recyclable materials; and (c) green waste, respectively. Each type of container(s) or cart(s) (e.g. green waste) supplied by Contractor(s) shall be properly identifiable by color, or other means acceptable to District. All container(s) or cart(s) supplied by Contractor(s) shall have wheels. Residents may, at their expense, utilize up to two (2) other forty (40) gallon (or less) refuse containers to be used for weekly pickups of refuse (but not recyclable materials or green waste). The refuse container(s) provided by Contractor(s)

shall bear a registration number, be kept at their designated property address, and shall not be painted by residents. The containers shall remain the property of Contractor, and shall be replaced at Contractor's expense when deemed necessary by either the Contractor or Manager. Contractor(s) shall keep and have available for inspection by District a registration record for such containers. Except for the ninety(90)gallon container(s) or cart(s) supplied by Contractor(s), all refuse containers shall meet the following specifications:

A. They shall be of a durable fly-tight metal, hard rubber or plastic construction, or equal.

B. They shall be equipped with handles and tight-fitting lid.

C. They shall be cylindrical and shall not exceed thirty-one (31) inches in height or twenty-two (22) inches in diameter.

D. They shall have an open top, with a circumference which is no smaller than any portion of the sides thereof.

E. The refuse containers supplied by residents shall not contain less than five (5) gallons, nor more than forty (40) gallons, nor more than fifty (50) pounds gross weight.

Section 11. Disposable Plastic Bags.

In lieu of refuse containers, residents may use disposable plastic bags ("plastic bags") of sufficient strength to handle contents without breaking open. Plastic bags shall not exceed forty (40) gallons nor sixty (60) pounds in weight. Plastic bags shall be securely tied at the open end. Plastic bags may be used only to discard refuse and not garbage or other waste that will attract rodents or pests or constitute a nuisance or health hazard. "Rodents" as used in this section means rats, mice, gophers and ground squirrels. "Pests" as used in this section includes any animal or insect not under human control, which is offensive to the senses or interferes with the comfortable enjoyment of life, including but not limited to roaches, mosquitoes and flies.

Section 12. Bundles.

In lieu of refuse containers or disposable plastic bags, rubbish such as lawn, shrubbery and tree trimmings may be securely tied in bundles not to exceed four feet (4') in length and fifty (50) pounds. Stumps, limbs, or trunks exceeding six (6) inches in diameter will not be collected.

Section 13. Non-Permitted Receptacles.

No other receptacles other than those specifically authorized herein may be used to deposit refuse. Trash deposited in these receptacles, e.g., oil drums, wooden crates, waste baskets, cardboard boxes and paper bags, will not be collected but will be left uncollected at curbside.

Section 14. Limitations on Amount of Refuse.

Each residence shall be entitled to have collected and disposed of by District's Contractor two hundred eighty-five (285) gallons of refuse per week. This limitation includes recyclable materials, but not green waste. All green waste deposited at curbside by residents in the recycling container provided by Contractor shall be collected by Contractor. For purposes of this Section, one ninety (90) gallon refuse container is equal to six (6) disposable plastic bags or four (4) bundles as specified in Sections 11 and 12. Refuse in excess of this volume limitation shall not be covered in the basic weekly service paid for by District and will not be removed by District's Contractor unless pursuant to independent agreement between the resident and District's Contractor. The resident shall pay the cost of removal of such excess refuse and Contractor shall release District from any liability for payment of such costs.

Section 15. Holiday Collection.

There will be no refuse collection by District's Contractor on the following holidays: Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Christmas Day and New Years' Day, and any other holiday unspecified herein during which the landfill customarily used by Contractor is closed. Contractor shall be responsible for notifying District and residents of any unspecified holidays at least two (2) weeks in advance, in accordance with Section 26 herein. If a resident's weekly pick-up day falls on any of these days, refuse for that week shall be placed for disposal and picked up on the day following the holiday.

Section 16. Placement of Refuse or Recycling Containers.

No resident or any other person shall place or cause to be placed any refuse or recycling containers or receptacles on any sidewalk, street, road or highway within the District at any time other than on the days established for the collection of refuse, recyclable materials or green waste on the particular route, or before 5 p.m. on the days immediately prior to such collection, or permit such receptacles or containers to remain there after 7 p.m. on the day of collection. Any containers or receptacles placed for collection shall be placed within two (2) feet of the curbside. After the collection of refuse, recyclable materials and green waste, the containers and receptacles shall be removed and returned to an area within the resident's property where such containers or receptacles cannot be viewed from adjacent properties or from any

street, road or highway in front of or to the rear of said property.

Section 17. No Interference.

It shall be unlawful for any person other than the resident, owner, Contractor or Contractor's employees to interfere in any manner with any containers or receptacles, or the contents thereof, or to place materials within or remove contents from any container or receptacle without consent of the owner or resident.

Section 18. Receptacles to be Kept Clean.

All containers and receptacles shall be kept in a clean and sanitary condition.

Section 19. No Burning.

No person shall cause or permit the burning of rubbish, garbage, refuse, recyclable materials or green waste.

Section 20. Agreement Between District and Contractor.

The District may enter into a contract with any person to provide refuse removal and disposal and recycling services for residents of the District in accordance with the provisions of this ordinance. Such contract may be terminated by the District, upon 90 days notice to Contractor, in the event the State of California ceases to provide, or materially reduces, ad valorem property tax funding to the District. Such contract may also be terminated by the District in the event of Contractor's noncompliance with the terms of this ordinance, rules and regulations adopted hereunder, or the contract.

Section 21. Contracts and Length of Term.

District shall not enter into nor have more than one (1) refuse collection contract outstanding at any given time; however, this shall not preclude the District from entering into additional collection contracts if, after a public hearing, the District determines the public interest will be served by entering into such additional contracts. The actual number of contracts to be issued and outstanding at any particular time shall be in the sound legislative discretion of the Board of Directors of the District, based upon the Board of Directors' assessment of the District's needs and the public interest, safety, health and general welfare.

The duration of any collection contract awarded by the District shall not be longer than five (5) years. The District by contract may limit the area or customers within the District which may be served by any Contractor. The District may condition issuance of a Contractor's agreement or renewal of such agreement upon any terms as it may deem necessary to protect the public interest.

Section 22. Public Hearing on Award or Renewal of Contract.

In awarding or renewing any agreement with a Contractor, the District shall review all applications and requests received from prospective Contractors to supply refuse collection service to the District and shall thereafter hold a public hearing at which the award, or renewal of an existing contract or contracts, shall be made.

Section 23. Conditions to be Included in Agreement with Contractor.

The following conditions shall be included, at least by reference, in every contract awarded by the District to a contractor:

A. Office and Emergency Number. The Contractor shall maintain an office readily accessible to residents and officials of the District. The office shall remain open from 8:00 a.m. to 5:00 p.m. Monday through Friday, except on holidays. Each contractor shall have a telephone number listed under its name in the local telephone directory. During non-office hours as specified herein, the Contractor shall be available through said telephone number to provide emergency services. Any emergency services required shall be furnished by Contractor at no additional cost or expense to the District.

B. Route Schedules. Each Contractor shall file with the District a schedule and map showing its routes of residential collection and the day or days on which each route is used. The collection schedule shall be subject to approval by the District Manager and shall be maintained unless a change therein is approved in writing by the Manager not less than two (2) weeks prior to changes going into effect and notice thereof is given as provided herein.

C. Equipment Specifications.

(1) Each Contractor shall provide metal-lined non-leaking trucks to be used in the collection, transportation and hauling of refuse, recyclable materials and green waste, which trucks shall be securely covered and closed except during loading and unloading so as to limit odors and prevent flies and any insects from entering such trucks so far as practicable. Every such truck shall be cleansed daily and thoroughly disinfected at least once each week. Every such truck shall be loaded and driven so as to preclude the escape of any of its contents.

(2) Contractors' trucks shall carry, at all times, a broom and a shovel to be used for the immediate removal of any spilled material, and one (1) five (5)-pound dry chemical fire extinguisher classified ABC multi-purpose.

(3) Contractors' trucks shall have their firm or business name, telephone number and street address painted in letters no less than three (3) inches in height on both sides of the truck.

(4) Contractors' trucks shall at all times be kept in a good and safe operating condition and meet all equipment and mechanical operating requirements of state law, including but not limited to all requirements of the California Vehicle Code and the California Code of Regulations, as those requirements may apply to each such truck.

(5) No truck shall be used for the transportation of garbage or refuse along streets, highways or roads within the District until it has been inspected by the Manager and found to meet the requirements of this section.

D. Collection of Refuse, Recyclable Materials and Green Waste.

(6) Contractors shall faithfully and regularly collect and remove all refuse, recyclable materials and green waste properly left for collection by District residents in a prompt, thorough and workmanlike manner. Refuse collection from residential property shall not be made less frequently than once per week. Collection of recyclable materials and green waste may occur with such frequency as agreed upon by District and Contractor. After collecting refuse, recyclable materials or green waste from containers, the Contractor shall return the containers in an upright position where it was found. The Contractor shall not place any container in the roadway portion of any street, nor on any public sidewalk so as to block the use of the sidewalk to pedestrians, or on private property other than that of the resident. The Contractor shall not throw containers from its truck to the ground, nor cause other unnecessary noise during the collection process.

(7) Unless determined otherwise by the Manager or District, collection of trash by a Contractor within residential areas of the District shall be confined to Monday through Friday between the hours of 7:00 a.m. and 5:00 p.m. Contractors may make collections on Saturdays if a holiday occurs within the preceding six (6) days.

(8) If in the judgment of the Manager, conditions warrant a temporary departure from the days and hours of collection as determined by the District, the Manager may authorize collection of refuse on such days and during such hours as the Manager deems appropriate.

(9) To the extent reasonably possible, collection on each route shall commence at the same point, at the same time and follow the same route each time collections are made.

(10) Should any refuse, recyclable materials or green waste not be collected by a Contractor from a resident on a regular day of collection, the Contractor shall attach a tag not less than three (3) inches by five (5) inches in size to the collection container and shall state thereon the reason for its refusal to collect such materials.

(11) Each Contractor shall immediately pick up and remove all materials which have spilled or dropped on public or private property in the course of its collection, transportation or disposal of refuse, recyclable materials or green waste. Any expense incurred by the District in the pick-up, removal or disposal of any such materials shall be immediately paid to the District upon presentation by the Contractor of a written statement of the expenses incurred in such clean up, or alternatively offset against the amount owed to the Contractor by District in Contractor's next monthly billing cycle.

E. Complaints. Contractor shall maintain a written record of all complaints received regarding Contractor's services, containers, or any aspect of Contractor's performance, including the name and address of the resident, a description of the complaint, the time the complaint was received, the action taken in response to the complaint and the time the responsive action was taken. The record shall be kept at Contractor's office and shall be available for inspection or duplication at all reasonable times by the Manager or designate. Should any resident report to the Manager that a complaint has not been resolved to the resident's satisfaction, the Manager may require Contractor to present a detailed report outlining the nature of the complaint and remedies proposed or actions taken to resolve said complaint. If it is the opinion of the Manager that Contractor's remedies proposed and actions taken are insufficient to adequately resolve said complaint, the Manager may require Contractor to carry out an alternative remedy process intended to resolve the complaint. Said remedies shall be carried out at no cost whatever to the District unless otherwise specified by the Manager.

F. Permits. Contractor shall obtain all permits and licenses required by local, state or federal governmental agencies exercising jurisdiction over the collection and disposal services described herein.

Section 24. Insurance.

A. No contract shall be awarded nor shall a Contractor operate a refuse or recycling truck within the District until the Contractor files with the Manager a valid, unexpired certificate of liability insurance, evidencing insurance coverage with the following minimum limits:

Bodily Injury:

\$1,000,000 each person
\$1,000,000 each accident
\$1,000,000 aggregate products

Property Damage:

\$1,000,000 each accident
\$1,000,000 aggregate operations
\$1,000,000 aggregate products
\$1,000,000 aggregate contractual

B. The Contractor's insurance policy or policies shall be in a form and with a licensed insurance company authorized to do business within the State of California acceptable to District. The insurance certificate shall provide that the insurance thereby evidenced shall not be canceled, allowed to lapse or expire, or reduced in amount during the term of any such collection contract, unless the Manager is given at least a thirty (30)-day notice in writing by the insurer prior to any such cancellation, lapse or expiration or reduction in coverage. A lapse of the minimum insurance required by this provision for any reason shall result in automatic termination of the District's agreement with the Contractor.

Section 25. Bonding Requirement.

Each Contractor shall be required to furnish a performance bond payable to the District in a sum equal to Contractor's estimated average one (1) month's billing to the District for services rendered pursuant to Section 29 herein. The performance bond shall be conditioned on the faithful performance of the duties imposed by this ordinance and by the terms of the District's agreement with the Contractor.

Section 26. Information to Residents.

In each calendar quarter, Contractor at its expense shall prepare for distribution to all District residents printed information and instructions relating to the days of collections, weight limits, the handling requirements for particular types of refuse, recyclable materials or green waste, rate and any other information relating to refuse collection and recycling which the District may require from time to time. This information includes all notifications to District residents which may be required in accordance with Public Contract Code Section 40061. This printed information shall be prepared in consultation with the District Manager, and then provided to the District for inclusion in the monthly newsletter (either by flyer or in the newsletter text) which is disseminated to District residents by the Bell Canyon Association, or by whatever other method of distribution the District believes appropriate.

In addition, Contractor, at its expense, shall annually prepare and mail, postage prepaid, to District residents pertinent information on the District's solid waste ordinance and other solid waste and recycling information which District wishes to communicate to residents. The timing and content of the annual mailing shall be mutually agreed upon by Contractor and the District Manager.

Further, in the event of route changes or changes in the days of collection, Contractor shall provide District residents with at least two(2) weeks' advance notice. Contractor shall at its own expense, by written notice with postage prepaid and forwarded through the United States mail or by personal service, notify each resident of the day or days of the week on which trash shall be collected if such represents a change from an existing schedule and if such change has been approved by the District Manager. The notice shall contain the day or days of the week upon which collections will be made, the name, address and telephone number of the Contractor and other information deemed necessary by the District Manager. The notice shall be posted in the mails or by personal service to each residential property served not less than two (2) weeks prior to the change of collection schedule.

Section 27. Contract Limitations and Retained Rights and Powers of District.

Nothing in this ordinance shall be interpreted as limiting the retained rights and powers of the District with regard to regulating or providing refuse collection and recycling services within the District. Each Contractor is put on notice and agrees by its execution of an agreement with the District that among the various rights and powers of the District which the District may exercise, and which are not diminished or waived by the issuance of a refuse collection and recycling contract, is the District's right and power to:

A. Repeal or amend the whole or any provision of this ordinance;

B. Exclusively undertake all refuse collection and recycling activities within the District; or grant to, and contract with one or more persons for collection of refuse or recycling activities within the District.

C. Require Contractors to deposit refuse collected within the District at a legal landfill site located outside District boundaries.

D. Require Contractors to collect and dispose of refuse collected within the District in a manner or according to methods prescribed by the District.

E. Establish specific routes within the District for Contractors and to limit a Contractor's operations within the District to such routes.

Section 28. No Assignment or Transfer.

No Contractor shall assign or transfer its rights under its contract with the District to any other person without the advance written consent of District.

Section 29. Compensation to Contractors.

Contractors shall be paid by the District at a uniform cost per residence for basic service. There shall be a uniform cost per residence regardless of the location of the residence within the District. The Contractor shall bill the District on a monthly basis for services rendered. The amount of such billing shall be based upon a property eligibility list provided to the Contractor by the District. Residents shall make independent arrangements with either the District's Contractor or an independent Contractor to dispose of prohibited materials, or of refuse in excess of the weekly limitations specified in Section 14 herein.

Section 30. Termination of Contract.

A contract may be terminated under the following circumstances:

A. If the State of California discontinues providing, or materially reduces allocation of, ad valorem property tax revenues to the District, the District may terminate its collection contract upon 90 days notice to the Contractor.

B. In the event a Contractor violates any of the specific terms, conditions and requirements of its contract with the District, or any provision of this ordinance or any other local, state or federal law, rule or regulation, either now in effect or hereafter enacted relating to the collection, transportation or disposal of refuse or recycling services, the District may terminate its collection contract with the Contractor.

Section 31. Abatement of Nuisances.

The accumulation of refuse by any person in a manner other than as specified in this ordinance is hereby declared to be a public nuisance pursuant to California Civil Code section 3480. The District hereby provides for the summary abatement of the nuisance at the expense of the person or persons creating, causing or maintaining such nuisance as follows:

A. If the District should find that a resident or person is maintaining a nuisance as defined in this Section, said resident or person shall be notified within five (5) days, in writing, of the fact that he is conducting a nuisance as defined herein and requiring him within ten (10) days to abate or cause the nuisance to be abated within legal means as provided for in this ordinance.

B. If, at the end of said ten (10)-day period, said person has not removed or caused to be abated the nuisance, the District shall have the power and authority to enter the property of said person and remove and abate the nuisance and charge the property owner the cost of the removal and abatement of the nuisance.

C. If such person or resident should thereafter continue to allow garbage or refuse to accumulate for periods beyond those specified above, the District shall have power to continue to enter said property and remove and abate said nuisance, charging the property owner for the cost thereof.

Section 32. Exceptions for Practical Difficulty.

In all cases where the Manager finds that practical difficulty exists in complying with requirements of this ordinance as to the placing of refuse, recyclable materials or green waste for collection, the Manager shall designate where and what manner such refuse shall be placed or kept for collection and the conditions under which it shall be collected.

Section 33. Severability.

If any provision of this ordinance shall be held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions herein shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.

Section 34. Prior Ordinances.

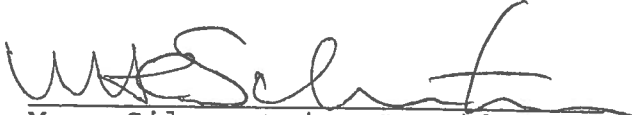
This Ordinance No. 99-01 amends and restates Ordinance No.96-003. All prior ordinances of the District pertaining to trash collection and disposal, i.e. Ordinance Nos. 88-001 and 91-002, are hereby repealed.

PASSED, APPROVED AND ADOPTED this 31st day of August, 1999, by following vote of the Board of Directors:

AYES: 5

NAYS: 0

ABSENT: 0


Marc Silverstein, President
Board of Directors

ATTEST: I, Carol R. Henderson, Secretary of the Board of Directors of the Bell Canyon Community Services District, do hereby certify the foregoing Ordinance No. 99-001 was duly adopted at a Special Board meeting held August 31, 1999.


Carol R. Henderson, Secretary