

1 1.2 "Curbside Collection Service" shall mean that service provided solely by the
2 District by which Solid Wastes are collected in Curbside Containers.

3 1.3 "Dead Animals" shall mean animals or portions thereof equal to or greater than
4 ten pounds which have died from any non-infectious cause (except those slaughtered or
5 killed for human use). Dead animals may be included as part of the normal garbage and
6 refuse collection only in the event that such collection is allowed and authorized by the
7 County Health Officer.

8 1.4 "Extremely Hazardous Waste" shall mean any hazardous waste or mixture of
9 hazardous waste which, if human exposure should occur, may likely result in death, or
10 disabling personal injury or illness.

11 1.5 "Hazardous Waste" shall mean any waste material or mixture of wastes which
12 are toxic, corrosive, flammable, an irritant, a strong sensitizer, which generate pressure
13 through decomposition, heat or other means, if such wastes may cause substantial personal
14 injury, serious illness or harm to wildlife, during, or as a proximate result of any disposal of
15 such waste or mixture of wastes. The terms "toxic", "corrosive", "flammable", "irritant", or
16 "strong sensitizer" shall be given the same meaning as found in Health and Safety Code
17 Section 28740 et seq.

18 1.6 "Solid Waste" shall mean Garbage, Rubbish, Recyclable Materials or Non-
19 Recyclables as defined:

20 a. "Garbage" shall include all kitchen and table food waste, animal waste,
21 vegetable waste, and all household waste or residue resulting from the
22 preparation, storage, cooking, handling or treatment of food and shall also
23 include putrescible waste as defined in California Administrative Code, Title 14,
24 Section 17225.52 or any amendments thereto.

25 b. "Rubbish" shall mean all non-putrescible waste matter or debris, Non-
26 recyclables, manure, including combustible or non-combustible materials that
27 result from normal household, community and business activities, including
28 grass clippings, tree trimmings, litter, wood, non-recyclable plastics and similar

1 materials, but not including bulky waste, construction or demolition waste as
2 defined in California Administrative Code, Title 14, Sections 17225.8 and
3 17225.15 or any amendments thereto, nor car bodies, rocks, tree stumps,
4 Recyclable Materials or other source separate materials having commercial
5 value and intended for reuse, recycling or resale.

6 c. "Recyclable Materials" shall mean all Solid Waste accepted by the District in
7 Curbside Containers, including but not limited to: aerosol cans, aluminum cans,
8 aluminum foil, beverage cans, bottle caps, brochures, cardboard, cardboard 12
9 pack soda container boxes, cereal boxes, computer paper, coupons, drink
10 boxes, egg cartons, foam cups and plates, food cans, glass bottles and jars,
11 glass cosmetic bottles, juice cartons, junk mail, laundry bottles, ledger paper,
12 lids and container closures, magazines, metal coat hangers, milk/half &
13 half/cream cartons, newspapers, paper, paper tubes, phone books, pizza
14 boxes, all recyclable plastics, plastic bags, plastic bottles, plastic containers,
15 plastic cups/plates/utensils, plastic milk jugs, styrofoam, tin cans, tissue boxes,
16 used envelopes, wrapping paper, and yogurt containers.

17 d. "Non-recyclables" shall mean materials not accepted by the District in its
18 Curbside Collection Containers, including but not limited to: bathroom wastes,
19 carbon paper, cigarette butts, drinking glasses, electronic equipment, flooring,
20 food waste, freezer/refrigerator food boxes, furniture, glass and ceramic plates
21 and cups, liquid waste, mirrors, needles, old clothes/shoes, plastic toys, rags,
22 sponges, toothpaste tubes/pumps, soiled paper plates, waxed paper, window
23 glass, yard waste, animal waste, cat litter, disposable diapers.

24 **Section 2: Solid Waste Removal**

25 2.1 Every owner or occupant utilizing the District's Curbside Collection Service shall
26 cause all Garbage, Rubbish and Non-recyclables created or brought upon the property to be
27 removed in the District's black Curbside Containers at a frequency of at least once a week
28 or more frequently upon specific arrangement with the District for additional collection

1 services. Every owner or occupant utilizing the District's Curbside Collection Service shall
2 cause all Recyclable Materials created or brought upon the property to be removed in the
3 District's blue Curbside Containers at a frequency of at least once every two
4 weeks or more frequently upon specific arrangement with the District for additional collection
5 services. The District is under no obligation to provide collection services, other than in
6 accordance with the schedule stated in this Section 2.1.

7 2.2 All single family dwellings within the District's jurisdiction shall utilize the
8 District's Curbside Collection Service except that occasional usage of rent-a bins or roll-off
9 bins may occur in connection with construction, yard work, renovation or other large scale
10 disposal needs of the owner or occupant. At the election of the District, Curbside Collection
11 Service may be provided to multi-family residential units or to small businesses requesting
12 such service. The District is under no obligation to collect Solid Waste in any type of
13 container other than a Curbside Container.

14 2.3. No Curbside Collection Container shall be placed adjacent to a street for
15 collection more than 24 hours prior to collection time. All Curbside Collection Containers shall
16 be removed from the street location within 12 hours after collection and shall be maintained
17 in an area not visible from the street.

18 2.4 Arrangements shall be made by the users of Curbside Collection Containers
19 to provide for placement of the containers so as to minimize traffic, aesthetic and other
20 problems, both on the property and for the general public.

21 2.5 Tree trimmings, yard and garden wastes shall be cut and placed wholly within
22 the black Curbside Collection Container provided by the District, or, in the alternative, a
23 second black Curbside Collection Container may be obtained from the District at a cost to the
24 user, or, in the alternative, a rent-a-bin or roll-off bin may be used for tree trimmings, yard or
25 garden wastes at a cost to the user.

26 2.6 Curbside Collection Containers must be placed at curbside or alley side with
27 the wheels facing the dwelling or building. The container must be located at least three (3)
28 feet from any obstructing object.

1 2.7 Each user of a Curbside Collection Container must notify the District if any
2 damage occurs to the container, its wheels or lid, and the District shall make every effort to
3 promptly replace the damaged container at no charge to the user.

4 2.8 Curbside Collection Containers shall not be subjected to unusual abuse, above
5 and beyond normal wear and tear.

6 2.9 No person shall cause the placement of Non-recyclables in any blue Curbside
7 Collection Container.

8 **Section 3: Tampering**

9 3.1 No person, other than a District employee or agent of the District, or the owner
10 or occupant (or agent) of a property utilizing Curbside Collection Containers shall interfere,
11 intrude, tamper, meddle or otherwise disturb or retrieve or take any Recyclable Material
12 placed within any Curbside Collection Container for servicing by the District.

13 **Section 4: Other Waste**

14 4.1 Neither Dead animals, nor Hazardous Waste, nor Extremely Hazardous Waste
15 shall be disposed of in Curbside Containers. Bulky waste shall not be set out for collection
16 with Curbside Containers, and bulky waste shall be collected only during District cleanups or
17 by contractual arrangement between the owner or occupant and the District.

18 **Section 5: Collection Schedule**

19 5.1 Curbside Collection Containers may be serviced by District between the hours
20 of 7:00 A.M. and 5:00 P.M. of any day, Monday through Saturday. The owner or occupant
21 may arrange for an earlier or later pick up time only upon prior written approval of the
22 District's General Manager.

23 **Section 6: Private Disposal**

24 6.1 An owner or occupant may haul solid waste generated from his own residence.

25 6.2 A business may remove commercial or industrial solid waste produced in the
26 course of its own business, if the business utilizes only its own employees and equipment.
27 Such a business shall not be required to obtain a permit, but is required to use equipment
28 meeting the standards set forth in District Ordinance 44.

1 6.3 Construction contractors, subcontractors, building remodeling contractors and
2 demolition contractors, may haul their own construction debris and waste provided they utilize
3 only their own employees and equipment.

4 **Section 7: Rates, Fees and Charges**

5 7.1 The Board shall from time to time establish applicable rates, fees and charges
6 for the use of District's Curbside Collection Service, including but not limited to fees for the
7 reasonable cost of additional black collection containers and/or fees for the reasonable costs
8 of non-standard size black or blue containers.

9 **Section 8: Right of Further Regulation Reserved**

10 The District hereby reserves its right to regulate or further regulate all aspects of solid
11 waste handling and Curbside Collection Service.

12 **Section 9: Violations**

13 Violation by any person, customer, owner, or occupant (including an agent, of a
14 customer or user) using the District's Curbside Collection Service of any of the provisions of
15 this Ordinance, constitutes an infraction. Upon conviction thereof, the person or entity shall
16 be subject to a fine of One Hundred Dollars (\$100.00) for the first offense; Two Hundred
17 Dollars (\$200.00) for the second violation within one (1) year and Three Hundred Fifty Dollars
18 (\$350.00) for each additional violation within the same one (1) year period. The fourth and
19 additional violations within the same one (1) year period, shall each constitute a misdemeanor
20 and shall be punishable by a fine not to exceed One Thousand Dollars (\$1,000.00), or six (6)
21 months in jail, or both. Payment of any penalty provided herein shall not relieve a person,
22 as defined, of the responsibility of correcting the conditions constituting the violation. Each
23 day of violation shall be treated and considered as a separate and distinct offense.

24 **Section 10: Public Nuisance Declaration**

25 Notwithstanding Section 9 hereinabove, any violation of this Ordinance which
26 constitutes a public nuisance may be abated by the Board or its designee, irrespective of any
27 other remedy hereinabove provided.

28

1
2
3
4
5
6
7
8
9
10
11
12
13
14
15
16
17
18
19
20
21
22
23
24
25
26
27
28

Section 11: Severability

If any clause, provision, sentence, or paragraph of this Ordinance, or the application thereof, is deemed to be invalid as to any person, entity, establishment, or circumstance, such invalidity shall not affect the other provisions of this Ordinance which shall still be in effect, and to its end, it is hereby declared that the provisions of this Ordinance are severable.

Section 12: Repeal of Previous Ordinances

All motions, resolutions and ordinances, and parts thereof, which are inconsistent with this Ordinance No. 53, are hereby repealed to the extent of such inconsistency and no further.

Section 13: Effective Date

This Ordinance shall take effect thirty (30) days after the date of adoption hereof and shall be posted for the notice of the general public in accordance with Health and Safety Code Section 6490.

ADOPTED, SIGNED AND APPROVED this 18th day of July, 1995.

Joy L. Neumann
President

ATTEST:

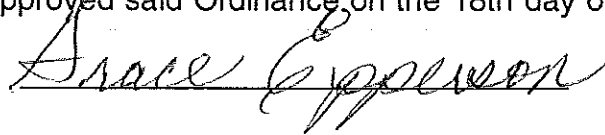
Sharon C. [Signature]
Secretary/Assistant Secretary

CERTIFICATION

I, Grace P. Epperson, Secretary of the Midway City Sanitary District of Orange County, California, do hereby certify that the foregoing Ordinance No. 53, was duly adopted at a regular meeting of the Board of Directors of said District, held on the 18th day of July 1995, by the following vote of the members of the Board:

AYES: Directors Epperson, Evans, Neugebauer, Littrell, Rice
NOES: None

and I further certify that Joy L. Neugebauer, as President, and Grace P. Epperson, as Secretary, signed and approved said Ordinance on the 18th day of July 1995.



Secretary

District Seal

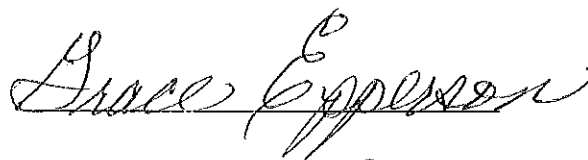
STATE OF CALIFORNIA)

)SS.

COUNTY OF ORANGE)

I, Grace P. Epperson, Secretary of the Midway City Sanitary District of Orange County, California, do hereby certify that the foregoing is a full, true and correct copy of Ordinance No. 53, passed and adopted by the Board of Directors at a regular meeting thereof held on the 18th day of July 1995.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official Seal of said District this 18th day of July 1995.



Secretary

District Seal