

RULE NO. 26

**SOLID WASTE COLLECTION RULES AND/OR REGULATIONS
DEFINITIONS, RULES AND REGULATIONS**

I. DEFINITIONS

Reference is made to Rule No. 1 for general definitions. As used in this Rule, the following words have the following special definitions.

A. The Carrier:

The garbage collection entity with whom the District contracts for collection services under this Contract. Currently the District contracts with Washoe County, which sub-contracts with a garbage company.

B. Commercial Classification:

All hotels, motels, business houses, public places and business places wherever located within the District.

C. Customer:

The owner of the property as shown on the records of the Washoe County Assessor.

D. Health Authority:

The representatives, agents, Officers and employees of the Washoe County District Health Department.

E. Mixed and/Or Multiple Classifications:

All multiple dwelling buildings or properties, including but not limited to, duplexes, apartments, condominiums, cooperatives, mobile homes and trailer parks, and any other building or businesses containing or having, in addition, an additional dwelling unit or units which building is not a single family dwelling, shall be charged the residential rate for each dwelling unit, and an additional charge for each dwelling unit requesting additional containers or services; provided, however, an owner of a multiple dwelling building or business, by using dumpsters or equivalent containers, may make application to the carrier to be charged in accordance with the rates for business establishments.

F. Residential Classification

Single and multiple resident dwellings consisting of single family homes, and mobile homes, all apartment buildings, including duplexes, triplexes, etc., and trailer courts.

G. Waste:

In general, anything that is left or worthless when the rest is taken away; worthless matter;

1. Solid Waste:
Any substance that is waste that will not flow under moderate external pressure; any waste that is not a gas or liquid; anything that is not meant to be readily accepted by the sewage system within the district.
2. Trash:
Solid waste or debris not substantially and inseparably commingled with garbage.
3. Rubbish:
Solid waste or rejected matter, trash, debris usually consisting of cardboard, glass, lumber, brick, plaster, wire lathe, pipe, refrigerators, other unusable or worthless appliances, tires and other unusable or worthless mechanical parts, ashes, yard clippings, trimmings, brush and bushes, and junk vehicles.
4. Garbage:
Every putrescible (readily decomposed because of rotting by micro-organisms) refuse accumulation of animal, fruit or vegetable matter, liquid or otherwise, that is used in the preparation of, use of, cooking of, dealing in or storing of meat, fish, fowl, fruit, or vegetable.

Putrescible waste is any waste that is capable of rotting by attack of micro-organism that readily renders the matter noxious or offensive to the senses of smell and sight; any waste that by way of rotting attracts or harbors vectors, (usually flies, mosquitoes, fleas, and other known carriers, or mediums, that promote the spread of disease). Examples of Putrescible material are animal, fruit or vegetable waste.

Garbage thus includes but is not limited to:

- a. Offal, swill, kitchen and table scraps or waste consisting of animal, fruit or vegetable matter.
- b. Bottles, cans, cups, plates, utensils, containers, coverings (examples being paper, plastic, and aluminum wraps), or any other material that comes in contact in the preparation of service of food, confection and, or, beverage.
- c. Any material that is used in the preparation or manufacture of matter intended for animal or human consumption.
- d. Any matter or material that has been mentioned in a. through c. that has been discarded or thrown away as worthless without first being sanitized or washed for subsequent use.
- e. The mixing, addition, or commingling of garbage with any other type of waste, solid waste, rubbish or trash renders the entire resulting mixture as garbage to be disposed as garbage by the Carrier.

5. Refuse:
Solid waste, trash, rubbish, garbage, or a combination of these.

H. Graffiti:
Includes, but is not limited to, spray paintings, marks, scribbles, or scratches done illicitly without property owners' consent.

II. GENERAL REGULATIONS

- A. All persons residing in the District in a residence or operating commercially classified buildings (including public buildings), or customers that accumulate garbage (unless otherwise exempt from these regulations) must subscribe to the removal of garbage from the premises by the Carrier. Real property without any improvements on it is exempt from these regulations.
- B. Any person who desires to be exempt from garbage collection service may apply for an exemption to the Washoe County District Health Department.
- C. An owner or occupant of a dwelling unit may also receive an exemption from the district health officer from garbage service because an easily recognizable condition exists on the property that presents a significant hardship to the resident of the property or to the carrier in the normal process of curbside collection of garbage. In order to qualify for an exemption based on hardship, the applicant must file for an exemption on forms provided by the Washoe County District Health Department and receive a favorable recommendation from the District Health Department. The applicant, by signing the exemption application, agrees to comply with all conditions, statutes, laws, codes and regulations applicable to storage, recycling, hauling and disposal of garbage. Failure of the applicant to comply with all statutes, laws, codes, regulations, and conditions will result in the revocation of the exemption.
- D. Any resident, who has obtained an exemption from the Washoe County District Health Department allowing that resident to haul and dispose of his own garbage, at least every seven (7) days, shall still be billed on a quarterly basis. It is the applicant's responsibility to obtain weekly receipts from the landfill/transfer station and save them for his records in case there is a question. The carrier will also have a receipts tracking system at the landfill and at the transfer site. The applicant's account will be credited for those receipts tracked at the landfill/transfer station. Unusual occurrences during any quarter, which would result in a zero accumulation of garbage at the premises, such as an extended period away from home for vacation or an illness, must be reported to the carrier at the commencement of the occurrence, so the necessary corrections to the applicant's account can be made.
- E. Unless a resident has obtained an exemption as specified in paragraph D above, it is unlawful for any person, other than the Carrier, to haul, carry, or operate or drive a vehicle containing garbage within the District. Seasonal yard clean-up is not a violation of this regulation.

These rules and regulations also do not prohibit owners, leaseholders, renters, and persons in possession of any commercial or residential premises from removing those items defined as rubbish or trash herein, including accumulations of yard clippings, weeds, brush, and bushes that are readily removal in a 24 hour period. However, the Carrier will remove such item if properly containerized and placed for collection on collection day. However, under no circumstances is garbage as defined herein to be transported by anyone other than the Carrier.

This exemption is to promote the interest of the individual resident, owner, leaseholder, or renter, or business operator in cleaning property under their control of unsightly rubbish such as old cars, discarded appliances, unusable or worthless mechanical parts, and discarded building materials. This exemption shall also promote the cleaning of brush, bushes and other yard clippings that could otherwise create a fire hazard on an occasional (annual, semi-annual, monthly) basis.

- F. In accordance with these regulations, all of the following are presumed to be required to subscribe to the removal of garbage by the Carrier: Every single family dwelling, any building containing rooms for sleeping and overnight accommodation, every building or dwelling unit with a kitchen facility, and every business.
- G. Any owner or occupant of a dwelling unit or business establishment desiring to be exempt from garbage service on the grounds that garbage is not being accumulated upon the premises, must apply for the written approval of the Washoe County District Health Department, which will determine whether garbage is accumulating upon the premises.
- H. It is unlawful to deposit, or cause to be deposited any garbage on or in a street, irrigation ditch, alley, gutter, highway, sidewalk or any other public or private property within the District.
- I. It is unlawful to deposit, or cause to be deposited any garbage in the garbage container of another without the actual consent of such other person.
- J. The District shall have preliminary power and the Health Authority shall have the final power to determine all questions concerning the classification of garbage.
- K. The Carrier will pick-up garbage, (which is required to be collected) and such trash and rubbish as voluntarily placed for collection by the customer, at least once a week. It is the mandatory responsibility of the customer to accumulate and place garbage for collection in containers or bags in a manner approved by the District herein, as required below.
- L. Composting (a controlled process of biological degradation of organic solid waste matter to a humus-like product) is exempt from these Rules and/or Regulations.

III. GARBAGE STORAGE

- A. Refuse storage must not:

1. Cause a health hazard as determined by the Health Authority;
 2. Attract or cause the infestation of vectors (disease carrying flies, mosquitoes, fleas or other mediums that promote the spread of disease), vermin or pests (rodents, insects, etc.)
 3. Create noxious odors; or
 4. Create a nuisance.
- B. The customer shall be responsible for the safe and sanitary storage of all refuse accumulated on the property until it is removed by the Carrier.
- C. Garbage shall not be allowed to remain on any property or premises in excess of seven (7) days. This will prevent the infestation and propagation of insects, rodents, vermin and other vectors and creation of a public nuisance and health hazard.
- In the event that it is discovered by the District, upon notice by neighbors or others in proximity of the offending refuse, or upon the District's own discovery, that an accumulation of refuse on any property is unsightly, unhealthful or offensive to the senses, the District may arrange for the removal of the objectionable refuse. The customer will be charged for the costs of removal.
- D. No person shall burn any refuse, within the District. The only exemption shall be by permit issued by the Health Authority.

IV. CONTAINERS

A. Commercial Service Customers;

Containers provided or utilized by commercial operations generating garbage, for the storage of garbage, shall be equipped with lids that are functional when used by adult persons standing on the ground. The lids must seal in a manner to keep out insects, rodents, etc. Containers are limited to seventy-five pounds when full or thirty-two gallons in capacity. Large drop boxes or other similar containers shall be supplied by the Carrier and must have lightweight, functional, tight-fitting lids. Depending on the volume of garbage generated, pursuant to Agreement between the customer and the Carrier, commercial service customers are authorized to utilize residential containers, as described below.

B. Residential Service Customers;

Every residential customer within the district shall provide upon the premises one or more garbage cans or garbage receptacles to contain all garbage until the Carrier removes the garbage from the premises on the assigned day.

1. The residential containers shall be constructed of metal or any approved

plastic material and type sold as "garbage cans" in the local retail outlets. Containers must be reasonably water-tight and capable of preventing domestic animals (dogs and cats), insects, and rodents, etc., from gaining entrance to the container. The body and lid must have handles.

2. Containers are limited to seventy-five pounds when full or thirty-two gallons in capacity.
 3. Tightly closed plastic bags may be used for placing rubbish (not garbage), including yard clippings, brush and bushes, for removal by the Carrier.
 4. Residential garbage container, must be placed adjacent to the nearest publicly traveled street before 7:00 a.m. on the day of collection. (By application to the Carrier and agreement with the Customers, if private roads are accessible by permission and the Carrier's vehicles can be accommodated by such roads, then the cans shall be placed adjacent to said private road.) Containers must be removed within twenty-four (24) hours after garbage collection occurs.
- C. Each customer shall provide visible street numbers identifying the premises for the Carrier near the site the Carrier picks up the garbage. In addition, each container shall bear the street number of the customer serviced by the Carrier.
1. Green 96 gallon mobile containers are available as an option to the customer from the Carrier for residential or commercial customers, in lieu of customer-supplied containers.

V. REFUSE OWNERSHIP AND RESPONSIBILITY

- A. The customer as defined in Section No. I is always responsible for the fees incurred in the storage, removal, and transportation of refuse by the Carrier.
- B. Any refuse left on the premises by a leaseholder, renter, or resident after surrendering the premises to the owner, or his agent, is the sole responsibility of the owner or agent both as to collection for disposal by the Carrier and as to the fees incurred by the Carrier for the removal of the refuse generated on the premises.
- C. No person shall remove refuse placed for collection, other than the Carrier (or the person generating the refuse under the exceptions provided herein).
- D. It is unlawful for any person to dispose of refuse in violation of these rules and regulations, except for rubbish as is permitted by these rules and regulations.

VI. RECYCLING PROGRAM

A. Definitions:

The following definitions apply to the recycling program to be offered as a part of the service provided by the Carrier:

1. "Recyclable material" means solid waste that can be processed and returned to the economic mainstream in the form of raw materials or products, as determined by the State Environmental Commission.
2. "Curbside Recycling" means a program whereby recyclable material is separated at the source of the solid waste stream and collected by the franchise holder.

B. Recycling Service:

The Carrier shall provide as a part of its normal residential service a program for curbside recycling for all such residential customers. The recycling materials that are to be removed from the solid waste stream that shall be a part of the program furnished by the Carrier shall be by mutual agreement of the Carrier and the District after due consideration to the cost of removing a particular recyclable material from the solid waste stream and the market for ultimate sale of such material.

The Carrier shall be required to make the curbside recycling program described herein available to every residential customer within the District regardless of whether the service is used or not.

C. Rate for Recycling:

The rate for recycling shall be included in the rate for residential service. The rate for recycling shall be a charge to each individual customer of residential service regardless of whether that customer participates in the program. The rate for recycling shall be adjusted and reviewed on periodic bases in the same manner as other rates. In establishing rates for recycling, the Carrier shall include all revenues received from the sale of recyclable materials as an offset to the cost of providing the service.

D. Title to Recyclable Material:

From the time recyclable materials are placed in a container provided by the Carrier as a part of the recycling program, the recyclable materials are the property of the Carrier. Any person engaged in the unauthorized collection of recyclable materials is guilty of a misdemeanor. Each such unauthorized collection constitutes a separate and distinct offense. Notwithstanding any criminal sanction that may apply, the Carrier shall have the right to enforce its property rights to recyclable materials in a civil action commenced for that purpose, and shall be entitled to

recover such damages caused by the unauthorized collection as the law allows.

- E. Nothing contained in this Section VI shall prohibit a customer from recycling his/her/its own solid waste and redeeming the recycled materials for his/her or its own account and profit. However, such customer shall nevertheless remain liable for the Carrier's recycling fee required in this Section VI.

VII. BILLING PROCEDURES

- A. Billing for residential service shall be in advance for the charges as determined by the Board of County Commission, on a quarterly basis, and such charges shall be due and payable on the first day of each billing cycle. Bills for new customers shall be pro-rated. The bill or charge for residential service shall be delinquent if not fully paid within thirty (30) days of the date of the bill. The Carrier shall send billings directly to the customer and shall be authorized to establish procedures for collecting delinquent accounts, including the right to collect security deposits. Such billing procedures shall be reviewed and approved by the Board of County Commission.
- B. The Carrier shall bill for commercial service in advance on a monthly basis, and such charges shall be due and payable on the first day of each billing cycle. The bill or charge for commercial service shall be delinquent if not fully paid on the last day of each monthly period. Such billing procedures shall be reviewed and approved by the Board of County Commission.
- C. In case any person shall fail to pay the charges for residential or commercial service, within fifteen (15) days after the same become delinquent, the franchise holder shall be entitled to charge interest on such delinquent accounts at the rate of ten percent (10%) per annum.
- D. All bills and fees will not be pro-rated except as authorized by these Rules and/or Regulations or by the Carrier and the Board of County Commission.
- E. All charges shall become due and payable upon receipt.
- F. All charges and penalties authorized to be charged by the carrier pursuant to this Agreement shall constitute a debt and obligation of the owner or reputed owner of the real property upon which is located any single family dwelling, multiple dwelling building, or business establishment as shown on the Washoe County Assessor's records. Any owner may request that billings be directed to tenants or temporary occupants of premises (with a courtesy copy sent to the owner), but in no event, shall such designation relieve the owner of the real property from the primary obligation to pay the debt and obligation for garbage collection service to the premises.
- G. As a result of a vacancy, a subscriber to the service of the carrier may, by written, telephone or personal notice to the carrier, suspend collection services for a period of not less than thirty (30) days, and the carrier shall not bill the customer for the

period of suspension. The customer shall notify the carrier when collection service is to be resumed.

H. Carrier Bill Collection Process:

1. See Attached Collection Process.
2. Carrier is required to notify the District in writing when there are any changes to their collection process.

VIII. RATES

- A. As of November 30, 2007, the District entered into an Interlocal Cooperative Agreement for garbage collection with Washoe County. As a result of the Interlocal Cooperative Agreement all rates are approved by Washoe County and will be considered an automatic pass-through to the District and its customers.
(See attached rate schedule provided by Washoe County per our agreement)
- B. The Carrier shall provide for a senior citizens discount of 20% for service to the primary single family residence of owners of real estate having residential service classification if the customer is sixty-five (65) years of age or older.
- C. Franchise fee paid by the Carrier to the District may be used to benefit customers who reside within the district as follows:
 1. A customer may qualify for a disability discount of 20% if the customer can provide documented proof of temporary or permanent total disability. Forms are available at the District office.
 2. The district offers both a temporary or permanent low income/hardship assistance program which will pay the customer's bill, depending upon documented income level. Forms are available at the District office.
 3. The Board of Trustees may also utilize some franchise fees for other purposes related to District operations which benefit all customers of the District, such as storm culverts, area beautification, etc.
- D. Each unit in a multiple dwelling building having an individual container shall constitute a separate residential premise.

- E. If the Carrier receives a request for special, isolated or intermittent service not in conjunction with regular collection, the charge shall be as established by agreement between the Carrier and the customer.
- F. The Board is hereby authorized and empowered to negotiate and execute a contract, exclusive or otherwise, with any person(s), partnerships, company or corporation for the right and privilege of collecting trash or rubbish within the District. The terms and conditions of such right shall be consistent with these Rules and/or Regulations, as the Board shall deem in the best interests of the District. The initial contract of the Board shall contain such language as is appropriate to require modification thereof during its term at the District's request to account for unanticipated service needs of the District or its customers.

IX. PENALTIES FOR VIOLATIONS

- A. Whenever in these Rules and Regulations of the District any act is prohibited or is made or declared to be unlawful or an offense or a misdemeanor, or whenever in such Rules and Regulations the doing of any act is required or the failure to do any act is declared to be unlawful or a misdemeanor, when no specific penalty is provided for, the violation of any such provision of these Rules and Regulations shall be punished by a fine not exceeding \$100.00 or imprisonment in the county jail for a term not exceeding one month or any combination of both. Additionally, if such acts or omissions constitute violation of other laws, rules or regulations, the penalties thereof may also be enforced, by the appropriate agency.