CHAPTER 8.14. - SOLID WASTE RECYCLING

8.14.001. - Title.

This chapter shall be known as the Town Recycling Ordinance.

8.14.010. - Purpose.

It is the intent and purpose of this chapter to require Recycling to enable the Town to comply with State waste diversion requirements and to work toward enhancing the Town's ability to meet future State policy goals for waste diversion rates. This chapter meets this purpose by requiring Businesses and multifamily housing complexes to make efforts to separate Recyclable Materials from all other solid waste and by implementing State laws concerning Recycling of waste generated at large events and large venues.

8.14.020. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Alternative Recycler means a firm, partnership, corporation or other entity, other than a Franchisee, with which a Customer contracts for the removal from the Customer's premises of specified Recyclable Materials generated by the Customer and which pays the Customer for the Recyclable Materials, or which accepts donations of Recyclable Materials from Customers; in no case shall an Alternative Recycler charge or collect any fee or charge from a Customer for the collection or processing of Recyclables.

Approved Recycling Container means a Recycling cart or other wheeled container, front-load bin, or other container provided by a Franchisee or an Alternative Recycler or approved by the Town for the collection and removal of Recyclable Materials.

Business means any commercial or public entity, including, but not limited to, a firm, partnership, proprietorship, joint-stock company, corporation, or association that is organized as a for-profit or nonprofit entity, property complex containing two or more commercial entities, industrial facility, special district or a Federal, local, or regional agency or facility. In addition, to the extent that applicable law allows the Town to regulate the disposal of waste by schools, school districts, and State agencies, such organizations shall be considered Businesses for the purpose of this chapter.

Commercial Edible Food Generator includes a Tier One or a Tier Two Commercial Edible Food Generator as defined in this chapter or as otherwise defined in 14 CCR 18982(a)(73) and (74). For the purposes of this definition, Food Recovery organizations and Food Recovery Services are not Commercial Edible Food Generators pursuant to 14 CCR 18982(a)(7).

Commercial Solid Waste means all types of solid wastes generated by commercial, industrial, governmental, multifamily units, and other nonresidential sources, which have been placed in an authorized solid waste container used for the temporary storage of solid waste awaiting pickup. The term "Commercial Solid Waste" does not include hazardous wastes, medical wastes, and special wastes.

Covered Generator means an entity that is subject to the Town's commercial Recycling program requirements and includes:

(1) Any Business as defined in this chapter that generates two cubic yards or more of Commercial Solid Waste per week; and

(2) Any Multifamily Residential Property as defined in this chapter.

Customer, when several Businesses or multifamily residential properties share waste containers or service, refers only to the party that enters into a contract for removal services.

Residential Customer means a residential property owner or occupant; or

Commercial Customer means a Business or Multifamily Residential Property owner or Generator that contracts for Recyclable Material removal services with a Franchisee or Alternative Recycler.

Edible Food means food intended for human consumption, or as otherwise defined in 14 CCR 18982(a)(18). For the purposes of this chapter or as otherwise defined in 14 CCR 18982(a)(18), the term "Edible Food" is not solid waste if it is recovered and not discarded. Nothing in this chapter or in 14 CCR Div. 7, Ch. 12 requires or authorizes the recovery of Edible Food that does not meet the food safety requirements of the California Retail Food Code, Health and Safety Code § 113700 et seq.

Food Distributor means a company that distributes food to entities, including, but not limited to, Supermarkets and Grocery Stores, or as otherwise defined in 14 CCR 18982(a)(22).

Food Facility has the same meaning as in Health and Safety Code § 113789.

Food Recovery means actions to collect and distribute food for human consumption that otherwise would be disposed, or as otherwise defined in 14 CCR 18982(a)(24).

Food Recovery organization.

(1) The term "Food Recovery organization" means an entity that engages in the collection or receipt of Edible Food from Commercial Edible Food Generators and distributes that Edible Food to the public for Food Recovery either directly or through other entities or as otherwise defined in 14 CCR 18982(a)(25), including, but not limited to:

a. A food bank as defined in Health and Safety Code § 113783;

b. A nonprofit charitable organization as defined in Health and Safety Code § 113841; and

c. A nonprofit charitable temporary Food Facility as defined in Health and Safety Code § 113842.

(2) A Food Recovery organization is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR 18982(a)(7).

(3) If the definition in 14 CCR 18982(a)(25) for Food Recovery organization differs from this definition, the definition in 14 CCR 18982(a)(25) shall apply to this chapter.

Food Recovery Service means a person or entity that collects and transports Edible Food from a Commercial Edible Food Generator to a Food Recovery organization or other entities for Food Recovery, or as otherwise defined in 14 CCR 18982(a)(26). A Food Recovery Service is not a Commercial Edible Food Generator for the purposes of this chapter and implementation of 14 CCR, Division 7, Chapter 12 pursuant to 14 CCR 18982(a)(7).

Food Service Provider means an entity primarily engaged in providing food services to institutional, governmental, commercial, or industrial locations of others based on contractual arrangements with these types of organizations, or as otherwise defined in 14 CCR 18982(a)(27).

Franchisee means a firm, partnership, corporation, or other entity authorized under and by virtue of a contract with the Town to collect Recyclable Materials within the Town limits.

Generator means each residential property owner or occupant, Business, or Multifamily Residential Property that generates Recyclable Materials as a result of its activities.

Grocery Store means a store primarily engaged in the retail sale of canned food; dry goods; fresh fruits and vegetables; fresh meats, fish, and poultry; and any area that is not separately owned within the store where the food is prepared and served, including a bakery, deli, and meat and seafood departments, or as otherwise defined in 14 CCR 18982(a)(30).

Industrial Waste means all solid wastes and semi-solid wastes that result from industrial processes and manufacturing operations except for hazardous wastes or special wastes.

Inspection means a site visit where the Town reviews records, containers, and an entity's collection, handling, Recycling, or landfill disposal of organic waste or Edible Food handling to determine if the entity is complying with requirements set forth in this chapter, or as otherwise defined in 14 CCR 18982(a)(35).

Local Education Agency means a school district, charter school, or County office of education that is not subject to the control of Town or County regulations related to solid waste, or as otherwise defined in 14 CCR 18982(a)(40).

Multifamily Residential Property means five or more residential dwelling units, as described by 14 CCR 18836(a)(2), located on a single parcel of land, including any mobilehome park, located within the Town.

Recyclables or *Recyclable Material* means used residential or Business materials which may be returned to the economic mainstream as commodities for reuse, or for reprocessing to create new or reconstituted products, which, if not segregated from solid waste, would otherwise become solid waste consistent with the requirements of State law. These materials include, but are not limited to, glass, metal, paper, cardboard, plastic, or other materials which have been segregated from garbage and rubbish for the purpose of depositing at a designated collection location, including a curbside location, for collection and transportation to Recycling or transfer station facilities.

Recycling or *Recycle* means the recovery, repurposing, reuse, transformation, or other diversion of Recyclable Material from landfilling in such a manner that the Town receives diversion credit for such materials and activities from CalRecycle.

Recycling Center means an operation, including a place, mobile unit, reverse vending machine, or other device, which is certified by the State, and which accepts from consumers, and pays or provides the refund value for, empty beverage containers intended to be Recycled.

Self-hauling means a Covered Generator transporting its own Recyclable Materials rather than contracting with a Franchisee or an Alternative Recycler for that service.

Self-haul Agreement means the ~~form~~ Agreement on which a Covered Generator certifies that it ~~is exempt from the requirements of the commercial Recycling program as set forth in Section 8.14.040, it is using an Alternative Recycler, or~~ and that it ~~will be Self-hauling Recyclable Material and its activities will be completed~~ in accordance with the provisions of this chapter and any other applicable law or regulation.

Source Separating or *Source Separation* means the process of removing Recyclable Materials from solid waste at the place of generation, prior to collection, and placing them into separate containers that are separately designated for Recyclable Materials.

Supermarket means a full-line, self-service retail store with gross annual sales of $2,000,000.00 or more and which sells a line of dry grocery, canned goods, or nonfood items and some perishable items, or as otherwise defined in 14 CCR 18982(a)(71).

Tier One Commercial Edible Food Generator means a Commercial Edible Food Generator that is one of the following:

(1) Supermarket.

(2) Grocery Store with a total facility size equal to or greater than 10,000 square feet.

(3) Food Service Provider.

(4) Food Distributor.

(5) Wholesale Food Vendor.

If the definition in 14 CCR 18982(a)(73) of Tier One Commercial Edible Food Generator differs from this definition, the definition in 14 CCR 18982(a)(73) shall apply to this chapter.

Tier Two Commercial Edible Food Generator means a Commercial Edible Food Generator that is one of the following:

(1) Restaurant with 250 or more seats, or a total facility size equal to or greater than 5,000 square feet.

(2) Hotel with an on-site Food Facility and 200 or more rooms.

(3) Health facility with an on-site Food Facility and 100 or more beds.

(4) Large event.

(5) A State agency with a cafeteria with 250 or more seats or total cafeteria facility size equal to or greater than 5,000 square feet.

(6) A Local Education Agency facility with an on-site Food Facility.

If the definition in 14 CCR 18982(a)(74) of Tier Two Commercial Edible Food Generator differs from this definition, the definition in 14 CCR 18982(a)(74) shall apply to this chapter.

Wholesale Food Vendor means a Business or establishment engaged in the merchant wholesale distribution of food, where food (including fruits and vegetables) is received, shipped, stored, prepared for distribution to a retailer, warehouse, distributor, or other destination, or as otherwise defined in 14 CCR 189882(a)(76).

8.14.030. - General provisions.

(a) *Ownership of Recyclable Material.* Recyclable Material placed at the curbside or other location for collection by a Franchisee is the property of the Customer until such time as it is collected for disposal, at which time it becomes the property of the Franchisee.

(b) *Recyclable Material collection and service.*

(1) No person other than a Franchisee or an Alternative Recycler shall remove Recyclable Materials which have been placed in an Approved Recycling Container at the curbside or on the Customer's premises. Any and each violation thereof from one or more Recycling collection locations shall constitute a separate and distinct offense punishable as provided in this chapter.

(2) Subject to the limitations contained in Section 8.14.050, the Town Council may require all residents or any class of residents to obtain recyclable collection service from one or more Franchisees. The Town Council may make such election by resolution or in any solid waste collection agreement entered by the Town and subject to such terms and conditions as the Town Council may prescribe.

(c) *Destroying, scattering, scavenging, or collecting Recyclable Material without the consent of the owner is prohibited.* It is unlawful for any person to burn, break, destroy, scatter, scavenge, collect, contaminate, or take any Recyclable Materials without the consent of the owner of the Recyclable Materials.

(d) *Approved Recycling Containers; ownership and unauthorized removal.* It is unlawful for a person other than:

(1) The Customer or designee;

(2) The Town;

(3) An authorized agent of the Town; or

(4) The Franchisee or Alternative Recycler;

to remove any Approved Recycling Container from the Customer's premises or curbside.

(e) *Right of individual to dispose of Recyclable Material.* Nothing in this chapter shall modify, limit, or abrogate in any manner the right of any individual person, organization, or any other entity to donate, sell, exchange at fair market value or otherwise dispose of Recyclable Material, provided that any such disposal is in accordance with the provisions of this chapter.

(f) *Placement of Recycling containers.* No Recycling containers or bins within the Town shall be placed or located in such a manner that blocks or impedes vehicular or pedestrian traffic, falls within the designated visibility triangles (site distance), or obstructs egress from any building or property, whether or not such building or property may be abandoned or otherwise not in use.

(g) *Source Separation of Recyclable Material.* All residents and Covered Generators in the Town shall make reasonable efforts to remove from the general waste stream by Source Separation any material designated by the Town and/or a Franchisee as Recyclable Material.

(h) *Contamination of Recyclable Material.*

(1) Recycling containers provided by the Franchisee or the Alternative Recycler may not contain ten percent or more of non-Recyclable Materials (contaminants). Any Customer who violates this requirement may be charged at the solid waste disposal rate for the disposal of that container. Any Customer whose Recyclable Material was not collected because it contained contaminants is responsible for properly separating Recyclable Materials from the non-Recyclable Materials for collection and proper Recycling.

(2) It shall be unlawful for a Franchisee or Alternative Recycler to combine materials in solid waste bins or carts with materials in Recycling bins or carts in one collection vehicle.

(i) *Civil action by Franchisee or Alternative Recycler.* Nothing in this chapter shall be deemed to limit the right of a Franchisee and/or an Alternative Recycler, to bring a civil action against any person who violates the above-described sections, nor shall a conviction for such violation exempt any person from a civil action brought by a Franchisee.

8.14.040. - Commercial Recycling program; requirements for Covered Generators.

(a) Each Covered Generator shall be responsible for ensuring and demonstrating compliance with the following requirements:

(1) Source Separation of Recyclable Materials from the solid waste they are discarding;

(2) Providing for a basic level of Recycling service that includes, at a minimum, the collection of Recyclable Materials; and

(3) Entering into a service agreement with a Franchisee for the collection of Recyclable Materials; or completing a Self-haul Agreement or having an exemption request granted by the Town Manager pursuant to section 8.14.050.

(b) Each Covered Generator shall provide containers for designated Recyclable Materials in common areas where Recyclable Materials may be collected.

(c) Each Covered Generator shall ensure that designated Recyclable Materials generated at its site will be taken only to a Recycling Center, and not to a landfill for disposal, by complying with all the requirements of this chapter.

(d) Each Covered Generator shall prominently post and maintain one or more signs where designated Recyclable Materials are collected that set forth what materials

are required to be source separated, in addition to collection procedures for such materials.

(e) No Covered Generator shall be liable for the failure of a Franchisee or Alternative Recycler to deliver designated Recyclable Materials to a Recycling Center.

(f) The Town may allow or require Commercial Customers to consolidate service and assume join responsibility to comply with this Chapter if the Town determines that consolidation of service is feasible. The Town's determination may be based upon criteria including, without limitation, the presence of inadequate space to store receptacles on one of the properties, and inadequate waste generation to require a service subscription, in conjunction with a subscription to the appropriate level of service and the presence of adequately sized Approved Recycling Container.

8.14.050. - Exemptions to requirements for Covered Generators.

(a~~e~~) A Covered Generator may be exempted by the Town Manager or designee if it demonstrates that there is no collection service or other system available within a reasonable area for Recycling the waste material generated.

(b~~d~~) A Covered Generator may be exempted by the Town Manager or designee if it is determined through a site visit requested by the Covered Generator that self-hauling is not a viable option for the Covered Generator, based upon evidence provided by the Covered Generator, and that either:

(1) There~~That there~~ is not adequate storage space for Approved Recycling Containers for Recyclable Materials on site and that it is infeasible for the Covered Generator to share Approved Recycling Containers for designated Recyclable Materials with another Covered Generator on an adjoining property; or

(2) That compliance with this chapter results in a violation of the Town's Zoning Code, including Town zoning regulations for minimum parking spaces. If the Town Manager, and/or designee, determines that it is feasible for Recycling containers to be placed on site or shared with an adjoining Covered Generator, the Covered Generator will be responsible for compliance with this chapter.

(c~~e~~) A Covered Generator may be exempted if utilizing other Recycling efforts that achieve the same diversion objectives as required by this section, as approved by the Town Manager or designee.

(d) All exemptions shall be approved in writing and shall include property address, responsible party contact, reason(s) for exemption, and any conditions or time

restrictions. All exemptions are limited to a term of two years and may be renewed, in the Town's sole discretion, upon written request.

8.14.060. - Self-hauling requirements for Covered Generators.

~~(a)~~ Any Covered Generator wishing to Self-haul Recyclable Materials to a Recycling Center without the utilization of a Franchisee or Alternative Recycler shall complete a Self-haul Agreement that certifies that all Self-Hauling activities will be completed in accordance with conditions of the Agreement and any applicable laws and/or regulations.

(b) The Self-haul Agreement will be reviewed and approved by the Town Manager or their designee. Approval requirements for Self-hauling may include, but are not limited to, requiring applicants to maintain written records demonstrating that all Self-hauling activities have been completed in accordance with the standards imposed by the Town's commercial Recycling program, as described in this chapter, such as the contact, frequency, and amount of material being Self-hauled. These records shall be made available to the Town Manager or designee for review upon request.

(c) The Town may revoke a Self-haul Agreement and require the Covered Generator to enter into a service agreement with the Franchisee upon a determination that a Covered Generator has failed to comply with the conditions of an approved Self-haul Agreement.

8.14.070. - Self-haul Agreement and exemption request; appeal upon denial.

(a) Within 30 days of written notification of denial of a Self-haul Agreement or exemption request, or within 60 days of the Town Manager's failure to act on the Self-haul Agreement or exemption request, an~~the~~ applicant for a Self-haul Agreement has the right to meet with the Town Manager and/or designee to review the items cited in the written notice and provide any additional evidence to support approval. The applicant shall have the burden of proof to show facts demonstrating that the applicant does, in fact, meet the requirements of this chapter. Within 15 days of such meeting, the Town Manager and/or their designee will make a final, written determination of the ~~application~~ request based on the review of additional evidence, together with the original application. The Town Manager or their designee will send a copy of all final, written determinations, including reasons for denial, if any, to the applicant.

(b) If an applicant wishes to appeal a denial made by the Town Manager, the appeal process in Chapter 2.04 shall be followed.

8.14.080. - Large event and large venue Recycling.

(a) This section is intended to implement the requirements of Public Resources Code § 42648 et seq.

(b) When issuing a permit to the operator of a venue or event which will serve or be attended by an average of more than 2,000 individuals for each day of operation (including both workers and guests or Customers), the Town or its Franchisee shall provide information to the operator on programs that can be implemented to reduce, reuse, and Recycle solid waste materials generated at the venue or event. Each such venue or event shall submit a plan to the Town demonstrating that at least 75 percent of the solid waste generated by the venue or event shall be diverted from landfills through reuse or Recycling. The Town may refuse to issue a permit for any event that fails to submit such a plan and may require a deposit in the amount of $500.00 prior to issuing a permit for such a venue or event to secure compliance with the diversion requirement set forth herein.

(c) The Town may require each operator of a venue or event described in Subsection (b) of this section to submit, within 30 days following the end of the event, written documentation of waste reduction, reuse, Recycling, and diversion programs implemented at the venue or event, and the type and weight of materials diverted and disposed at that venue or event. If the venue or event operator has failed to implement such programs or has failed to divert from landfills at least 75 percent of the solid waste generated at the venue or event, the operator shall include an explanation for failure as part of its report to the Town. The venue or event operator shall submit the requested information to the Town no later than one month from the end date of the event. The Town shall refund the deposit described in Subsection (b) of this section for any venue or event which has achieved the diversion goal set forth herein and may retain the deposit provided for any venue or event which has failed to achieve the diversion goal.

(d) The Town may, by resolution adopted by the Town Council, impose a fee on the operator of any venue or event described in Subsection (b) of this section to recover the Town's costs incurred in complying with its obligations under State law regarding Recycling at such venues and events.

8.14.090. - Commercial Edible Food Recovery—Requirements for Commercial Edible Food Generators.

(a) Tier One Commercial Edible Food Generators shall comply with the requirements of this section commencing January 1, 2022, and Tier Two Commercial Edible Food Generators must comply commencing January 1, 2024, pursuant to 14 CCR 18991.3.

(b) Large event operators not providing food services, but allowing for food to be provided by others, shall require food facilities operating at the large event to comply with the requirements of this section, commencing January 1, 2024.

(c) Commercial Edible Food Generators shall comply with the following requirements:

(1) Arrange to recover the maximum amount of Edible Food that would otherwise be disposed.

(2) Contract with or enter into a written agreement with Food Recovery organizations or Food Recovery Services for:

a. The collection of Edible Food for Food Recovery; or

b. Acceptance of the Edible Food that the Commercial Edible Food Generator S~~s~~elf-hauls to the Food Recovery organization for Food Recovery.

(3) Shall not intentionally spoil Edible Food that is capable of being recovered by a Food Recovery organization or a Food Recovery Service.

(4) Allow the Town's designated enforcement entity or designated third-party enforcement entity to access the premises and review records pursuant to 14 CCR 18991.4.

(5) Keep records that include the following information, or as otherwise specified in 14 CCR 18991.4:

a. A list of each Food Recovery Service or organization that collects or receives its Edible Food pursuant to a contract or written agreement established under 14 CCR 18991.3(b).

b. A copy of all contracts or written agreements established under 14 CCR 18991.3(b).

c. A record of the following information for each of those Food Recovery Services or Food Recovery organizations:

1. The name, address and contact information of the Food Recovery Service or Food Recovery organization.

2. The types of food that will be collected by or S~~s~~elf-hauled to the Food Recovery Service or Food Recovery organization.

3. The established frequency that food will be collected or Ssself-hauled.

4. The quantity of food, measured in pounds recovered per month, collected or Ssself-hauled to a Food Recovery Service or Food Recovery organization for Food Recovery.

(d) Nothing in this chapter shall be construed to limit or conflict with the protections provided by the State and Federal Good Samaritan Acts or share table and school food donation guidance pursuant to Education Code § 49580 et seq. or Health and Safety Code § 114079 relating to food safety, as amended, supplemented, superseded and replaced from time to time.

8.14.100. - Commercial Edible Food Recovery—Requirements for Food Recovery organizations and services.

(a) Food Recovery Services collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR 18991.5(a)(1):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the service collects Edible Food.

(2) The quantity in pounds of Edible Food collected from each Commercial Edible Food Generator per month.

(3) The quantity in pounds of Edible Food transported to each Food Recovery organization per month.

(4) The name, address, and contact information for each Food Recovery organization that the Food Recovery Service transports Edible Food to for Food Recovery.

(b) Food Recovery organizations collecting or receiving Edible Food directly from Commercial Edible Food Generators, via a contract or written agreement established under 14 CCR 18991.3(b), shall maintain the following records, or as otherwise specified by 14 CCR 18991.5(a)(2):

(1) The name, address, and contact information for each Commercial Edible Food Generator from which the organization receives Edible Food.

(2) The quantity in pounds of Edible Food received from each Commercial Edible Food Generator per month.

(3) The name, address, and contact information for each Food Recovery Service that the organization receives Edible Food from for Food Recovery.

(c) Food Recovery organizations and Food Recovery Services that have their primary address physically located in the Town and contract with or have written agreements with one or more Commercial Edible Food Generators pursuant to 14 CCR 18991.3(b) shall report to the Town the total pounds of Edible Food recovered in the previous calendar year from the Tier One and Tier Two Commercial Edible Food Generators they have established a contract or written agreement with pursuant to 14 CCR 18991.3(b) no later than March 30 of the following calendar year.

(d) Food Recovery capacity planning; Food Recovery Services and Food Recovery organizations. In order to support Edible Food Recovery capacity planning assessments or other studies conducted by the Town, or its designated entity, Food Recovery Services and Food Recovery organizations operating in the Town shall provide information and consultation to the Town, upon request, regarding existing, or proposed new or expanded, Food Recovery capacity that could be accessed by the Town and its Commercial Edible Food Generators. A Food Recovery Service or Food Recovery organization contacted by the Town shall respond to such request for information within 60 days unless a shorter timeframe is otherwise specified by the Town.

8.14.110. - Commercial Edible Food Recovery—Compliance Inspections.

The Town or its agent may enter a commercial premises or common areas of a multifamily property of five or more units to conduct a compliance Inspection of any collection container or collection vehicle load, and may enter a transfer, processing, or disposal facility to conduct a compliance Inspection. Compliance Inspections may be performed without prior notice during normal Business hours. Such Inspections and investigations may include confirmation of proper placement of materials in containers, Edible Food Recovery activities, records, or any other requirement of this chapter described herein. Failure to provide or arrange for:

(1) Access to an entity's premises; or

(2) Access to records for any Inspection or investigation is a violation of this chapter and may result in penalties described.

8.14.120. - Commercial Edible Food Recovery—Complaints.

The Town shall receive written complaints from persons regarding an entity that may be potentially noncompliant with the requirements of this chapter and applicable law, including receipt of anonymous complaints.

8.14.130. - Enforcement.

(a) *Authority.* The Town Manager or designee is authorized to administer and enforce the provisions of this chapter. To the extent permitted by law, the Town Manager or designee may inspect any collection container, collection vehicle load, or receiving facility for collected trash or Recyclable Materials.

(b) *Remedies.* It is unlawful to violate any provision or requirement of this chapter. The failure to comply with any requirement of this chapter constitutes a violation of this chapter. Each instance of a violation of this chapter is a separate offense. All violations of any portion of this chapter are declared to be misdemeanors or infractions, pursuant to Section 1.12.010.

(c) *Remedies cumulative.* Remedies under this section are in addition to and do not supersede or limit any other remedies, civil or criminal. The remedies provided for herein shall be cumulative and not exclusive.

(d) *Strict liability.* Violations of this chapter shall be treated as strict liability offenses regardless of intent.