

1 [Food Service Waste Reduction Ordinance.]

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3 **Ordinance adding Chapter 16 to the Environment Code to prohibit the use of**
4 **polystyrene foam disposable food service ware and require the use of biodegradable or**
5 **compostable disposable food service ware by restaurants, retail food vendors, City**
6 **departments and the City's contractors and lessees unless there is no affordable**
7 **alternative and to provide for penalties for violation; and amending the Health Code by**
8 **repealing Sections 469 through 469.10 which bans the use of food packaging and**
9 **plastic food service ware made with chlorofluorocarbons and which is now void by its**
10 **terms.**

11 Note: Additions are *single-underline italics Times New Roman*;
12 deletions are *strikethrough italics Times New Roman*.
13 Board amendment additions are double underlined.
14 Board amendment deletions are ~~strikethrough normal~~.

14 Be it ordained by the People of the City and County of San Francisco:

15 Section 1. The San Francisco Environmental Code is hereby amended by adding
16 Chapter 16, to read as follows:

17 **Sec. 1600. Findings.**

18 A. The City and County of San Francisco has a duty to protect the natural environment, the
19 economy, and the health of its citizens.

20 B. Reusing food service ware and using compostable and biodegradable take-out materials
21 made from renewable resources such as paper, corn starch and sugarcane are among the effective
22 ways to reduce the negative environmental impacts of disposable food service ware.

23 C. Polystyrene foam is a common environmental pollutant as well as a non-biodegradable
24 substance that is commonly used as food service ware in the City and County of San Francisco.

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1 D. There continues to be no meaningful means to recycle polystyrene foam food service
2 ware and biodegradable or compostable food service ware is an affordable, safe, more ecologically
3 sound alternative.

4 E. Affordable biodegradable or compostable food service ware products are increasingly
5 available for various food service applications such as cold cups, plates and hinge containers and these
6 products are more ecologically sound than polystyrene foam materials and can be turned into a
7 compost product.

8 F. The natural compost product from these biodegradable or compostable materials is used
9 as fertilizer for farms and gardens, thereby moving towards a healthier zero waste system.

10 G. Disposable food service ware constitutes a large portion of the litter in San Francisco's
11 streets, parks and public places and the cost of managing this litter is high and rising.

12 H. Polystyrene foam is a notorious pollutant that breaks down into smaller, non-
13 biodegradable pieces that are ingested by marine life and other wildlife thus harming or killing them.

14 I. Due to the physical properties of polystyrene, the United States Environmental
15 Protection Agency (EPA) states "that such materials can also have serious impacts on human health,
16 wildlife, the aquatic environment and the economy."

17 J. In the product manufacturing process as well as the use and disposal of the products,
18 the energy consumption, greenhouse gas effect, and total environmental effect, polystyrene's
19 environmental impacts were second highest, according to the California Integrated Waste Management
20 Board.

21 K. Styrene, a component of polystyrene, is a known hazardous substance that medical
22 evidence and the United States Food and Drug Administration suggest leaches from polystyrene
23 containers into food and drink.

1 L. Styrene is a suspected carcinogen and neurotoxin which potentially threatens human
2 health.

3 M. The general public is not typically warned of any potential hazard from styrene
4 particularly in the immigrant and non-English-speaking community.

5 N. Due to these concerns, nearly 100 cities have banned polystyrene foam food service
6 ware including several California cities, and many local businesses and several national corporations
7 have successfully replaced polystyrene foam and other non-biodegradable food service ware with
8 affordable, safe, biodegradable products.

9 O. The City of Berkeley banned polystyrene foam in 1990 and has reported that Berkeley
10 restaurants have had no problem switching to paper and other alternatives.

11 P. The City of Berkeley also reports positive environmental impacts from the ban, citing
12 there is almost no styrofoam litter in Berkeley since the ban and further that their food waste stream is
13 cleaner and more compostable.

14 Q. Restricting the use of polystyrene foam food service ware products and requiring them
15 to be replaced with biodegradable food service ware products in San Francisco will further protect the
16 public health and safety of its residents, the City and County of San Francisco's natural environment,
17 waterways and wildlife, would advance the City's goal of Zero Waste by 2020 and fulfill Article 10 of
18 the Environmental Accords, whereby San Francisco partnered with other cities across the globe in
19 signing a commitment to eliminate or restrict the use of one chemical or environmental hazard every
20 year.

21 R. In 1988, the Board of Supervisors adopted Ordinance No. 542-88 (Health Code Section
22 469 – 469.10) which banned the use of food packaging and plastic food service ware made with
23 chlorofluorocarbons (CFC). The Ordinance provides that it shall be void upon the enactment or
24 adoption of any state or federal law or regulation imposing limits on the use of CFCs in the
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1 manufacture of plastic foams. Effective 1994, the federal government banned the use of CFCs in the
2 manufacture of foam products. 40 CFR Part 82 (58 Federal Register 4678 January 15, 1993).
3 Accordingly, the 1988 ordinance is void by its terms.

4 **Sec. 1601. Title.** This Ordinance shall be known as the Food Service Waste Reduction
5 Ordinance.

6 **Sec. 1602. Definitions.**

7 "Affordable" means purchasable for the same or less purchase cost than the non-Biodegradable
8 and non-Compostable alternative(s).

9 "ASTM Standard" means meeting the standards of the American Society for Testing and
10 Materials (ASTM) International standards D6400 or D6868 for biodegradable and compostable
11 plastics, as those standards may be amended.

12 "Biodegradable" means the entire product or package will completely break down and return to
13 nature, i.e., decompose into elements found in nature within a reasonable short period of time after
14 customary disposal.

15 "Compostable" means all the materials in the product or package will break down into, or
16 otherwise become part of, usable compost (e.g., soil-conditioning material, mulch) in a safe and timely
17 manner in an appropriate composting program or facility, or in a home compost pile or device.

18 Compostable Disposable Food Service Ware includes, by way of example, ASTM-Standard Bio-Plastics
19 (plastic-like products) that are clearly labeled, preferably with a color symbol, such that any compost
20 collector and processor can easily distinguish the ASTM Standard Compostable plastic from non-
21 ASTM Standard Compostable plastic.

22 "City Administrator" means the City Administrator appointed under Section 3.104 of the
23 Charter or his or her designee.

1 "City contractors and lessees" means any person or entity that has a contract with the City for
2 public works or improvements to be performed, for a franchise, concession or lease of property, for
3 grant monies or goods and services or supplies to be purchased at the expense of the City and County,
4 or to be paid out of monies deposited in the Treasury or out of trust monies under the control or
5 collected by the City and County.

6 "City Facility" means any building, structure or vehicle owned or operated by the City of San
7 Francisco.

8 "City Facility Food Provider" means an entity that provides, but does not sell, Prepared Food
9 in City Facilities, including without limitation, San Francisco General Hospital, Laguna Honda
10 Hospital, San Francisco County Jail and the San Bruno Jail Complex.

11 "Disposable Food Service Ware" means all containers, bowls, plates, trays, carton, cups, lids,
12 straws, forks, spoons, knives, napkins and other items that are designed for one-time use for Prepared
13 Foods, including without limitation, service ware for takeout foods and/or leftovers from partially
14 consumed meals prepared by Food Vendors. The term "Disposable Food Service Ware" does not
15 include items composed entirely of aluminum or polystyrene foam coolers and ice chests that are
16 intended for reuse.

17 "Food Vendor" means any Restaurant or Retail Food Vendor located or operating within the
18 City and County of San Francisco.

19 "Person" means an individual, trust, firm, joint stock company, corporation including a
20 government corporation, partnership, or association.

21 "Polystyrene Foam" means and includes blown polystyrene and expanded and extruded foams
22 (sometimes called StyrofoamTM) which are thermoplastic petrochemical materials utilizing a styrene
23 monomer and processed by any number of techniques including, but not limited to, fusion of polymer
24 spheres (expandable bead polystyrene), injection molding, foam molding, and extrusion-blown molding

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1 (extruded foam polystyrene), polystyrene foam is generally used to make cups, bowls, plates, trays,
2 clamshell containers, meat trays and egg cartons.

3 "Prepared Food" means food or beverages, which are serviced, packaged, cooked, chopped,
4 sliced, mixed, brewed, frozen, squeezed or otherwise prepared (collectively "prepared") for individual
5 customers or consumers. For the purpose of this Chapter, Prepared Food includes take-out food, but
6 does not include raw, butchered meats, fish and/or poultry sold from a butcher case or similar retail
7 appliance.

8 "Restaurant" means any establishment located within the City and County of San Francisco that
9 sells Prepared Food for consumption on, near, or off its premises. For purposes of this Chapter, the
10 term includes a Restaurant operating from a temporary facility, cart, vehicle or mobile unit.

11 "Retail Food Vendor" means any store, shop, sales outlet, or other establishment, including a
12 grocery store or a delicatessen, other than a Restaurant, located within the City and County of San
13 Francisco that sells Prepared Food.

14 **Sec. 1603. Prohibited Disposable Food Service Ware.**

15 (a) Food Vendors are prohibited from selling Prepared Food in Disposable Food Service
16 Ware that contains Polystyrene Foam.

17 (b) City Facility Food Providers are prohibited from providing Prepared Food in
18 Disposable Food Service Ware that contains Polystyrene Foam.

19 (c) City Departments are prohibited from purchasing, acquiring or using Disposable Food
20 Service Ware that contains Polystyrene Foam.

21 (d) City contractors and lessees are prohibited from using Disposable Food Service Ware
22 that contains Polystyrene Foam in City Facilities and while performing under a City contract or lease.

23 **Sec. 1604. Required Biodegradable and Compostable Disposable Food Service Ware.**

1 (a) All Food Vendors using any Disposable Food Service Ware shall use an Affordable
2 Biodegradable or Compostable product, unless there is no Affordable Biodegradable or Compostable
3 product available as determined by the City Administrator in accordance with this subsection. Not
4 later than 30 days before effective date of this Chapter, and after a public hearing, the City
5 Administrator shall adopt a list of available Affordable Biodegradable or Compostable alternatives for
6 each product type. The City Administrator shall regularly update the list.

7 (b) All City Facility Food Providers and City departments using any Disposable Food
8 Service Ware shall use Biodegradable or Compostable Disposable Food Service Ware unless there is
9 no Affordable Biodegradable or Compostable product available as determined by the City
10 Administrator in accordance with subsection 1603(a).

11 (c) City contractors and lessees using any Disposable Food Service Ware shall use
12 Biodegradable or Compostable Disposable Food Service Ware in City Facilities and while performing
13 under a City contract or lease unless there is no Affordable Biodegradable or Compostable product
14 available as determined by the City Administrator in accordance with subsection 1603(a).

15 **Sec. 1605. Implementation; City Contracts and Leases.**

16 (a) The City Administrator is authorized to promulgate regulations, guidelines and forms
17 and to take any and all other actions reasonable and necessary to implement and enforce this Chapter.

18 (b) Any person may seek a waiver from the requirements of this Chapter by filing a request
19 on a form specified by the City Administrator. The City Administrator, consistent with this Chapter,
20 may waive any specific requirement of this Chapter for a period of up to one year if the person seeking
21 the waiver has demonstrated that strict application of the specific requirement would create an undue
22 hardship or practical difficulty not generally applicable to other persons in similar circumstances. The
23 City Administrator's decision to grant or deny a waiver shall be in writing and shall be final.

1 (c) Emergencies. The City Administrator may suspend the application of this Ordinance in
2 an emergency situation.

3 (d) All City contracts and leases, including without limitation, contracts with City Facility
4 Food Providers, will contain the following minimum language: "Contractor agrees to comply fully
5 with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth
6 in San Francisco Environment Code Chapter 16, including the remedies provided, and implementing
7 guidelines and rules. The provisions of Chapter 16 are incorporated herein by reference and made a
8 part of this agreement as though fully set forth. This provision is a material term of this agreement. By
9 entering into this agreement, contractor agrees that if it violates this provision, City will suffer actual
10 damages that will be impractical or extremely difficult to determine; further, Contractor agrees that the
11 sum of one hundred dollars (\$100.00) for the first violation; two hundred dollars (\$200.00) for a
12 second violation in the same year and five hundred dollars (\$500.00) for the third and subsequent
13 violations in the same year is not a penalty, but is a reasonable estimate of the loss that City will incur
14 based on the violation, established in light of the circumstances existing at the time this agreement was
15 made. Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained
16 by City because of contractor's failure to comply with this provision."

17 **Sec. 1606. Enforcement and Penalties.**

18 (a) Any person who violates the provisions of Sections 1603(a) or 1604(a) of this Chapter
19 shall be guilty of an infraction. If charged as an infraction, upon conviction thereof, said person shall
20 be punished for the first offense by a fine of not more than \$100.000 for a first violation; not more than
21 \$200.00 for a second violation in the same year and not more than \$500.000 for any additional
22 violations in the same year.

23 (b) The City Administrator shall issue a written warning to any person determined to be
24 violating Sections 1603(a) or 1604(a) of this Chapter. If after issuing a written warning of violation
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1 from the City Administrator, the City Administrator finds that person to be violation of the provisions of
2 Sections 1602(a) or 1603(a), the City Administrator may issue an administrative civil liability
3 complaint to such person in an amount not exceeding \$100.00 for the first violation; an amount not
4 exceeding \$200.00 for the second violation in the same year and an amount not exceeding \$500.00 for
5 the third and subsequent violations in the same year.

6 In determining administrative civil penalties, the City Administrator shall consider the extent of
7 harm caused by the violation, the nature and persistence of the violation, the length of time over which
8 the violation occurs, the frequency of past violations, any action taken to mitigate the violation, and the
9 financial burden to the violator.

10 Any person to whom the City Administrator issues a written warning of violation or an
11 administrative civil liability complaint may request an administrative hearing to appeal such warning
12 or determination of liability. Not later than 30 days before effective date, and after a public hearing,
13 the City Administrator shall promulgate rules and procedures for requesting and conducting an
14 administrative hearing under this Chapter. In any administrative hearing under this Article, all parties
15 involved shall have the right to offer testimonial, documentary, and tangible evidence bearing on the
16 issues, to see and copy all documents and other information the City relies on in the proceeding, and to
17 confront and cross-examine any witnesses against them. A decision by the hearing officer shall be
18 final. Any person assessed a penalty under this subsection may contest such decision to the Superior
19 Court within 20 days after service of the City's decision.

20 (c) The City Attorney may seek legal, injunctive, or other equitable relief to enforce this
21 Chapter, including without limitation, civil penalties in an amount not exceeding \$1,000.00 per
22 violation.

23 (d) An penalty shall not be recoverable pursuant to both subsection (b) and (c) of this
24 Section for the same violation.

1 (e) Penalties collected under subsections (b) and (c) of this Section shall be used to fund
2 implementation and enforcement of this Chapter, including recovery of enforcement costs.

3 **Sec. 1607. Reserved.**

4 **Sec. 1608. Effective Date.** This ordinance shall take effect on January 1, 2007.

5 **Sec. 1609. Severability.** If any section, subsection, sentence, clause, or phrase of this
6 Chapter is for any reason held to be invalid or unconstitutional by a decision of any court of competent
7 jurisdiction, such decision shall not affect the validity of the remaining portions of the Chapter. The
8 Board of Supervisors hereby declares that it would have passed this Chapter and each and every
9 section, subsection, sentence, clause, or phrase not declared invalid or unconstitutional without regard
10 to whether any portion of this Chapter would be subsequently declared invalid or unconstitutional.

11 **Sec. 1610.** Nothing in this Ordinance shall be interpreted or applied so as to create any
12 requirement, power or duty in conflict with any federal or state law.

13 **Sec. 1611.** In undertaking the implementation of this Chapter, the City is assuming an
14 undertaking only to promote the general welfare. It is not assuming, nor is it imposing on its officer
15 and employees, an obligation for breach of which it is liable in money damages to any person who
16 claims that such breach proximately caused injury.

17 Section 2. The San Francisco Health Code is hereby amended by repealing Sections
18 469 through 469.10 to read as follows:

19 ~~SEC. 469. CHLOROFLUOROCARBON PROCESSED FOOD PACKAGING—FINDINGS.~~

20 ~~—The Board of Supervisors finds that the release of chlorofluorocarbons (CFC) into the~~
21 ~~environment may endanger public health and welfare by causing or contributing to significant~~
22 ~~depletion of the stratospheric ozone layer.~~

23 ~~—CFCs are manufactured chemicals that remain in the atmosphere for decades slowly migrating~~
24 ~~upwards without reacting with any other chemicals.~~

1 ~~———— Stratospheric ozone shields the earth's surface from dangerous ultraviolet (UV B) radiation.~~
2 ~~When CFC molecules react with UV light in the stratosphere they break down, freeing chlorine atoms~~
3 ~~which catalyze the destruction of ozone. One chlorine atom can destroy as many as 100,000 ozone~~
4 ~~molecules before it is rendered inactive or removed from the atmosphere.~~

5 ~~———— A national and international consensus has developed that unabated use of CFCs is resulting in~~
6 ~~depletion of stratospheric ozone. The Environmental Protection Agency has determined that as~~
7 ~~stratospheric ozone levels drop, penetration of UV B radiation will increase resulting in potential~~
8 ~~health and environmental harm. Direct effects are likely to include increased incidence of skin cancer~~
9 ~~and cataracts, suppression of the immune response system and damage to crops and aquatic~~
10 ~~organisms. (Federal Register, August 12, 1988, p. 30566.)~~

11 ~~———— In the troposphere, the lower atmosphere, CFCs along with other chemicals absorb infrared~~
12 ~~radiation, warming the earth. Scientists predict that global warming may melt polar ice, raise sea~~
13 ~~levels and flood low lying coasts. It may also disrupt agriculture due to shifts in global temperature~~
14 ~~and rainfall patterns.~~

15 ~~———— CFCs are widely used as blowing agents in the manufacture of plastic food packaging.~~
16 ~~Moreover, while other foam products store or bank much of the CFCs within them, food service~~
17 ~~products emit most of the CFC used in their manufacture during the manufacture, use and disposal of~~
18 ~~the products.~~

19 ~~———— The Board of Supervisors finds, therefore, that the widespread use of CFC processed food~~
20 ~~packaging poses a threat by the introduction of toxic byproducts into the atmosphere and general~~
21 ~~environment of the City and County of San Francisco.~~

22 ~~———— The Board of Supervisors further finds that restricting the sale of CFC processed food~~
23 ~~packaging and the use of CFC processed food packaging in retail food establishments in San Francisco~~

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1 ~~would be a step toward slowing ozone loss and greenhouse gas buildup, thereby protecting the public~~
2 ~~health.~~

3 ~~———— In addition to emitting CFCs, plastic food service items take hundreds of years to decompose~~
4 ~~and cannot be recycled. However, these food packaging items can be made from other materials, such~~
5 ~~as recycled or virgin paper, and other biodegradable products which are not made with CFCs. By this~~
6 ~~legislation, the Board of Supervisors intends to encourage restaurant and food retailers and~~
7 ~~wholesalers in San Francisco to use biodegradable packaging in place of those made with CFCs.~~

8 ~~SEC. 469.1. DEFINITIONS.~~

9 ~~———— As used in Sections 469 through 469.9 inclusive, the following words and terms shall have the~~
10 ~~following meanings:~~

11 ~~———— (a) ——— "Chlorofluorocarbons," ("CFCs") means the family of substances containing carbon,~~
12 ~~fluorine and chlorine and having no hydrogen atoms and no double bonds.~~

13 ~~———— (b) ——— "CFC processed food packaging" means food packaging which uses~~
14 ~~chlorofluorocarbons as blowing agents in its manufacture.~~

15 ~~———— (c) ——— "Director" means the Director of Health of San Francisco's Department of Public~~
16 ~~Health, or designee.~~

17 ~~———— (d) ——— "Food" means any article intended for use for food, drink, confection, or condiment, or~~
18 ~~any article which is used or integrated for use as a component of the food or otherwise affecting the~~
19 ~~component of the food.~~

20 ~~———— (e) ——— "Food packaging" means all food related wrappings, boxes, containers, bowls, plates,~~
21 ~~trays, cartons, cups, lids or drinking utensils, on which or in which food is placed or packaged on the~~
22 ~~retail food establishment's premises, and which are not intended for reuse. Food packaging does not~~
23 ~~include forks, knives, straws or single service condiment packages.~~

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1 ~~(f) "Retail food establishment" means any food product and marketing establishment as~~
2 ~~defined in Section 440 of this Code and any food preparation and service establishment as defined in~~
3 ~~Section 451 of this Code.~~

4 ~~(g) "Supplier" means anyone selling, or otherwise supplying packaging to a retail food~~
5 ~~establishment.~~

6 ~~(h) "Wholesaler" means anyone who acts as a wholesale merchant, broker, jobber or agent,~~
7 ~~who sells for resale.~~

8 ~~SEC. 469.2. PROHIBITION ON USE OF CHLOROFLUOROCARBON PROCESSED FOOD~~
9 ~~PACKAGING.~~

10 ~~(a) No retail food establishment located and doing business within the City and County of~~
11 ~~San Francisco shall purchase, obtain, keep, sell, distribute, provide to customers or otherwise use in its~~
12 ~~business, any CFC processed food packaging, except as provided in Sections 469.4 and 469.5.~~

13 ~~(b) No wholesaler located and doing business within the City and County of San Francisco~~
14 ~~shall sell, distribute or provide to customers, or keep within the City and County of San Francisco, any~~
15 ~~CFC processed food packaging, except as provided in Sections 469.4 and 469.5.~~

16 ~~SEC. 469.3. FOOD PACKAGING PROOF OF COMPLIANCE.~~

17 ~~(a) Every retail food establishment shall show proof of compliance with Section 469.2 of~~
18 ~~this Code by (1) either entering into a contract with its suppliers, or obtaining a written statement from~~
19 ~~its suppliers, which provides that the supplier will supply only food packaging not manufactured with~~
20 ~~CFCs and (2) obtaining a written statement from the supplier on each invoice for food packaging that~~
21 ~~the food packaging invoiced was not CFC processed.~~

22 ~~(b) Every wholesaler shall show proof of compliance with Section 469.2 of this Code by~~
23 ~~obtaining a written statement from the supplier on each invoice for food packaging that is sold,~~
24 ~~distributed or provided to customers in the City and County of San Francisco that the food packaging~~

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1 ~~invoiced was not CFC processed, and acknowledging that the supplier is aware of the provisions of this~~
2 ~~ordinance making illegal the providing of false information on the invoice.~~

3 ~~———— (c) ——— It shall be unlawful for any supplier to make any false statement regarding the use or~~
4 ~~non use of CFCs in the manufacture of food packaging supplied to any wholesaler or retail food~~
5 ~~establishment.~~

6 ~~———— (d) ——— Retail food establishments shall retain copies of each contract or written statement~~
7 ~~required by this Section, and wholesalers shall retain copies of invoices required by this Section, and~~
8 ~~they shall make them available for inspection upon request. Invoices and contracts required by this~~
9 ~~Section shall be retained for a period of one year.~~

10 ~~SEC. 469.4. EXCEPTIONS.~~

11 ~~———— The Director may exempt an item or type of food packaging from the requirements of Sections~~
12 ~~469.2 and 469.3 upon application by the retail food establishment demonstrating to the satisfaction of~~
13 ~~the Director that the item or type of packaging has no acceptable non CFC processed equivalent.~~

14 ~~SEC. 469.5. FOOD PACKAGING — EXISTING CONTRACTS.~~

15 ~~———— Food packaging required to be purchased under a contract entered into prior to or within six~~
16 ~~months of the effective date of this ordinance is exempt from the provisions of this ordinance.~~

17 ~~SEC. 469.6. PENALTIES AND ENFORCEMENT.~~

18 ~~———— (a) ——— The Director may enforce the provisions of Sections 469.2 and 469.3 against violations~~
19 ~~by either of the following actions:~~

20 ~~———— (1) ——— Serving notice requiring the correction of any violation;~~

21 ~~———— (2) ——— Calling upon the City Attorney to maintain an action for injunction to enforce the~~
22 ~~provisions of Sections 469.2 and 469.3, to cause the correction of any such violation, and for the~~
23 ~~assessment and recovery of a civil penalty for such violation.~~

1 ~~(b) Any individual, firm, partnership, corporation, company, association, society, group, or~~
2 ~~other person or legal entity that violates any provision of Sections 469.2 and 469.3 shall be liable for a~~
3 ~~civil penalty, not to exceed \$500 for each day such violation is committed or permitted to continue. Any~~
4 ~~penalty shall be assessed and recovered in a civil action brought in the name of the people of the City~~
5 ~~and County of San Francisco by the City Attorney in any court of competent jurisdiction. Any penalty~~
6 ~~assessed and recovered in an action brought pursuant to this Section shall be paid to the Treasurer of~~
7 ~~the City and County of San Francisco.~~

8 ~~(c) Failure to comply with the provisions of Sections 469.2 and 469.3 shall be grounds for~~
9 ~~suspension or revocation of a permit issued pursuant to Sections 440 and 452, after a hearing by the~~
10 ~~Department of Public Health.~~

11 ~~SEC. 469.7. CITY AND COUNTY PURCHASES PROHIBITED.~~

12 ~~The City and County shall purchase no CFC processed food packaging, except packaging~~
13 ~~required to be purchased under a contract entered into prior to or within six months of the effective~~
14 ~~date of this ordinance unless the department purchasing the item or type of packaging makes a showing~~
15 ~~to the Director that the item or type of packaging has no acceptable non CFC processed equivalent.~~

16 ~~SEC. 469.8. CONFLICT WITH OTHER LAWS.~~

17 ~~(a) By adopting this ordinance, the City and County of San Francisco does not intend to~~
18 ~~authorize any activity that federal or state law or regulation prohibits, to prohibit any activity that~~
19 ~~federal or state law or regulation authorizes, or to duplicate any federal or state law or regulation~~
20 ~~except to the extent allowed by law.~~

21 ~~(b) This ordinance shall be void upon the enactment or adoption of any state or federal law~~
22 ~~or regulation imposing limits on the use of CFCs in the manufacture of plastic foams.~~

23 ~~SEC. 469.9. PROMOTING PURPOSES OF LEGISLATION.~~

1 ~~———— The Board of Supervisors will promote the lobbying of the State Legislature and United States~~
2 ~~Congress to stop the use of chlorofluorocarbons in the United States. The Board will promote~~
3 ~~consultations with San Francisco sister cities pursuing an end to chlorofluorocarbon use~~
4 ~~internationally.~~

5 ~~SEC. 469.10. SEVERABILITY.~~

6 ~~———— If any Section, Subsection, Subdivision, Paragraph, sentence, clause or phrase of this Article or~~
7 ~~any part thereof, is for any reason held to be unconstitutional or invalid or ineffective by any court of~~
8 ~~competent jurisdiction, such decision shall not affect the validity or effectiveness of the remaining~~
9 ~~portions of this Article or any part thereof. The Board of Supervisors hereby declares that it would~~
10 ~~have passed each Section, Subsection, Subdivision, Paragraph, sentence, clause or phrase thereof~~
11 ~~irrespective of the fact that any one or more Sections, Subsections, Subdivisions, Paragraphs,~~
12 ~~sentences, clauses or phrases be declared unconstitutional or invalid or ineffective.~~

13
14 APPROVED AS TO FORM:
15 DENNIS J. HERRERA, City Attorney

16 By: _____
17 RONA H. SANDLER
18 Deputy City Attorney