

**ORDINANCE NO. 2066**

**AN ORDINANCE OF THE CITY OF TERRELL AMENDING CHAPTER 7, HEALTH AND SANITATION, SECTION 5. SOLID WASTE MANAGEMENT, PROVIDING FOR THE REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

**Be it ordained by the City Council of the City of Terrell, Texas:**

**That Section 5, Solid Waste Management be deleted in its entirety and shall be replaced as follows:**

**Section 5: Solid Waste Management**

**ARTICLE I. IN GENERAL**

**A. Scope and Effect.**

The provisions of this chapter shall apply to all territory within the existing corporate limits of the city and any additions thereto. The collection and disposal of all solid waste shall be regulated and permitted by the city, with title to and ownership of such solid waste vesting in the city at the time such waste is set out for collection by the city, by a franchisee of the city, or by a private or commercial solid waste hauler.

The city's sanitation division or its franchisee shall be the exclusive provider of residential and commercial garbage, rubbish, and refuse collection and disposal services for all premises within the city and it shall be unlawful for any other person to provide residential or commercial garbage, rubbish, or refuse collection or disposal services to any person for compensation within the city, or to make use of the public streets for that purpose, except as provided in this chapter.

**B. Purpose.**

The accumulation of garbage, rubbish, brush and other refuse constitutes a public nuisance, a health hazard, a fire hazard and a safety hazard. Therefore, owners and tenants or other persons in control of property of private residences, private commercial buildings and businesses, and the occupants of all private noncommercial buildings which accumulate refuse, shall deposit their garbage, rubbish, brush and other refuse for removal by the agent designated by the city. Such owners, renters and occupants shall maintain the premises of the buildings and property free of accumulations of all other refuse. All refuse shall be disposed of in a place and by methods deemed appropriate by the city. The purpose of this article is to provide for a method of collecting and disposing of refuse and to maintain neighborhood quality and aesthetics and maintenance of property values by providing for the general health and welfare.

## C. 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:

Bags: Plastic sacks, designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

Bin (Commercial/Industrial): Metal receptacle designed to be lifted and emptied mechanically for use only at Commercial and Industrial Units.

Brush: Plants or grass clippings, leaves or tree trimmings.

Bulky Wastes: Stoves, refrigerators, water tanks, washing machines, furniture, loose brush greater than four (4) inches in diameter that cannot be bundled in four (4) foot lengths and weights more than 50 lbs., and other waste materials other than construction debris, dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for containers.

Bundle: Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length, four (4) inches in diameter, or 50 lbs. in weight.

City: The CITY of Terrell.

Commercial and Industrial Refuse: All Bulky Waste, Construction Debris, Garbage, Rubbish and Stable Matter generated by a Customer at a Commercial and Industrial Unit.

Commercial and Industrial Unit: All premises, locations or entities, public or private, requiring Refuse collection within the corporate limits of the City, not a Residential Unit.

Commercial Hand Collect Unit: A retail or light commercial type of business which generates no more than two (2) cubic yards of refuse per week.

Construction Debris: Waste building materials resulting from construction, remodeling, repair, or demolition operations.

Container: A receptacle with a capacity of greater than twenty (20) gallons but less than thirty-five (35) gallons constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance into the container by vectors. The mouth of the container shall have a diameter greater than or equal to that of the base. The weight of the container and its contents shall not exceed fifty (50) pounds.

Contract Documents: The Request for Proposals, Instruction to Contractors, Contractor's Proposal, General Specifications, the Contract Performance Bond, and any addenda or changes to the foregoing document agreed to by the City and Contractor, and Contract signed by Contractor and City.

Contractor: Such private firm designated by the City for the collection, transportation, and/or disposal of the solid waste and recyclable materials collection and processing.

Customer: An occupant of a Residential, Commercial Hand Collect, Commercial or Industrial Unit who generates Refuse.

Dead animals: Animals or portions thereof equal to or greater than ten (10) pounds in weight than have expired from any cause except those slaughtered or killed for human use.

Disposal site: See Landfill (Sanitary).

Garbage: Any and all dead animals of less than 10 lbs. In weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter that results from the preparation, processing, consumption, dealing in, handling, packaging, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruits, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.

Hazardous Waste: Solid wastes regulated as hazardous under the Resource Conservation and Recovery Act, 42 U.S.C. Section 1002, et seq., or regulated as toxic under the Toxic Substances Control Act, 15 U.S.C.A. Section 2601 et seq., regulations promulgated thereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

Landfill (Sanitary): A Texas Type I landfill, or any other alternate, duly permitted sanitary landfill as selected and approved for use by the City.

Polycart: A rubber-wheeled receptacle with a maximum capacity of 90 to 96 gallons constructed of plastic, designed for automated or semi-automated solid waste collection systems, and having a tight fitting lid capable of preventing entrance into the container by small animals. The weights of a polycart and its contents shall not exceed 150 pounds. Polycarts shall be provided to each commercial hand collect unit with ownership retained by contractor.

Premises: All public and private establishments, including individual residences, all

multi-family dwellings, residential care facilities, hospitals, schools, businesses, other buildings, and all vacant lots.

Refuse: Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.

Residential Garbage: All Garbage and Rubbish generated by a Customer at a Residential Unit.

Residential Unit: A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of four units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

Rubbish: Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials; combustible rubbish includes paper, rags, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, used or scrap tires, and similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, metal furniture, and the like materials which will not burn at ordinary incinerator temperatures (1600 degrees Fahrenheit to 1800 degrees Fahrenheit).

Senior Citizens Household: A residence where all occupants are 65 years of age or older and are incapable of transporting their refuse to curbside as a result of their age. (Written request must be approved and on file.)

Special Waste: Waste, from a non-residential source, meeting any of the following descriptions: (A) A containerized waste (e.g. a drum, barrel, portable tank, box, pail, etc.), (B) A waste transported in bulk tanker, (C) A liquid waste, (D) A sludge waste, (E) A waste from an industrial process, (F) A waste from a pollution control process, (G) Residue and debris from the cleanup of a spill or release of chemical

Solid Waste: All non-hazardous (as defined by CERCLA and other applicable laws) and non-special (See Special Waste definition) solid waste material including unwanted or discarded waste material in a solid or semi solid waste, including but not limited to, garbage, ashes, refuse, rubbish, yard waste (including brush, tree trimmings and Christmas trees), discarded appliances, home furniture and furnishings, provided that such material must be of the type and consistency to be lawfully accepted at the Sanitary Landfill under the applicable federal, state and local laws, regulations and permits governing each.

Stable Matter: All manure and other waste matter normally accumulated in or about a

stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry, or livestock.

Unusual Accumulation: For residential units, each regular collection more than fifteen (15) containers or the equivalent; more than two (2) bulky objects.

Yard Waste. Yard waste means grass clippings, yard cleanings, leaves, tree trimmings and branches.

**D. City Manager authorized to promulgate rules and regulations.**

The city manager or his designated representative is authorized to make such rules and regulations as are not inconsistent with this chapter.

**ARTICLE II. RESIDENTIAL SOLID WASTE SERVICE**

**A. Residential Units Required to Have Service.**

- (a) Any owner, occupant, tenant, or lessee of any residential unit in the city shall have garbage, trash, and rubbish removed at least one time per week unless otherwise directed by the city.
- (b) Any residential unit having water service shall pay charges for such service included on the monthly utility bill. Failure to pay by date listed on utility bill will result in penalty in the amount of 10%.

**B. Frequency of Collection.**

- (a) Collection will occur at each residential unit two times each week.

**C. Containers – Preparation and Placement for Collection.**

- (a) Every residential unit shall use approved containers sufficient in number to hold the garbage or trash normally accumulated on the premises. Only bags, bundles or containers as defined in this chapter will be permitted.
- (b) Containers shall be placed at a location on the premises, which is readily accessible by the contractor and approved by the city.
- (c) Containers, bags or bundles may be placed in other locations designated by the city if no member of the household is physically able to place such items at the curblin. Such exceptions shall be at the discretion of the city. Request for this service must be in writing, approved and on file.

**ARTICLE III. COMMERCIAL SOLID WASTE SERVICE**

**A. Application of Article.**

The provisions of this article shall apply to all commercial businesses, industries, churches, schools, colleges, hospitals, hotels, motels, etc., within the city limits of the city. Every owner, occupant, tenant or lessee of any business, commercial or institutional property, or other property not entitled to receive residential garbage collection services shall arrange with the city or the city's contractor, for commercial garbage collection and disposal services, except as otherwise specified in this chapter.

### **B. Commercial Hand Collect Units.**

This category is a retail or light commercial type of business, which generates no more than two (2) cubic yards of refuse per week. Each commercial hand collect unit will be provided with one or two ninety-six (96) gallon high density, polyethylene polycarts. These carts shall be equipped with wheels, molded handles and tight fitting hinged lids. All polycarts will remain the property of the contractor and it is the responsibility of each business to guard against theft, negligence or abuse. This service will be billed by the city on the monthly utility bill. Failure to pay by the date listed on the utility bill will result in a penalty in the amount of 10%.

### **C. Commercial and Industrial Units**

- (a) Every premises, location, or entity, public or private, which requires refuse collection within the corporate limits of the city, not a residential or commercial hand collect unit, shall arrange by contract with the city's contractor for adequate commercial garbage collection and disposal services. The charge for collection and removal of garbage, trash, and rubbish from premises used for business or institutional purposes shall be based upon the size, type and number of containers in use at such establishments and the frequency with which containers are scheduled to be serviced by the contractor. Billing for this service will be done through a contractual agreement between the business and the contractor. Such charges shall be in an amount established and as from time to time amended by ordinance as adopted by the city council; the ordinance and amendments thereto shall be kept on file with the city secretary.
- (b) All commercial and industrial units shall meet the following minimum criteria for receptacle locations:
  - 1) A concrete pad 14 by 20 feet, six-inch concrete thickness, 3,000 pounds per square inch compressive strength, with number 3 rebar, 24 inches on center shall be provided for each container unit.
  - 2) Containers shall be screened by a minimum of a six-foot fence of wood or masonry material.
  - 3) All containers oriented perpendicular to the principal means of access to such receptacle shall be located in such a manner to provide a minimum turning radius of 52 feet for the collection vehicle.
  - 4) Any container not perpendicular to the principal means of access to said receptacle shall be oriented at a 30 degree angle from the means of access.
  - 5) Alternative design standards to the above specifications must be approved by the city.
  - 6) Roll-off receptacles shall meet the same requirements as above except the length of the pad will vary with the size of the container.

- (c) Any commercial or roll-off receptacle location not in conformance with the provisions of this article and lawfully in existence on the date of passage of this provision shall be made to conform to the requirements of this article upon the granting of a building permit to repair, remodel, enlarge, alter, renovate and/or demolish or replace main building, structure, or commercial roll-off receptacle location or pad when, in the opinion of the city, the commercial or roll-off receptacle locations are in a state of disrepair and constitute a hazard.

#### **ARTICLE IV. REPEAL OF CONFLICTING ORDINANCES**

All ordinances or parts of ordinances in conflict herewith are, to the extent of such conflict, hereby repealed.

#### **ARTICLE V. SEVERABILITY**

It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph, or section of this Ordinance shall be declared unconstitutional by the valid judgment or decree of any court of competent jurisdiction, such unconstitutionally shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance, since the same would have been enacted by the city council without the incorporation of this Ordinance of any such unconstitutional phrase, clause, sentence, paragraph, or section.

#### **ARTICLE VI. PENALTY**

Violations of this chapter are punishable as provided in Chapter 1, Section 1.G of the Terrell City Code, Revised.

#### **ARTICLE VII. EFFECTIVE DATE**

This Ordinance will take effect immediately from and after its passage and the publication of the caption, as the law in such cases provides.

**PASSED AND APPROVED** this the 7<sup>th</sup> day of August, 2001.

**PASSED AND ADOPTED** this the 21<sup>st</sup> day of August, 2001.

#### **APPROVED:**

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Henry C. Madgwick, Sr., Mayor

#### **ATTEST:**

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John Rounsavall, City Secretary

#### **APPROVED AS TO FORM:**

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Mary Gayle Ramsey, City Attorney

**ARTICLE IV - SOLID WASTE FEES**

<b>Residential</b>	<u>Monthly Fee</u> <b>\$8.02</b>
<b>Commercial Hand Collect - 1 Cart</b>	<b>\$19.00</b>
<b>- 2 Carts</b>	<b>\$24.95</b>

**Front Load Containers  
(Excluding sales tax)**

<u>SIZE/PICKUP</u>	<u>TOTAL MONTHLY FEE</u>
2 Cu. Yd. - 1X Week	35.20
2 Cu. Yd. - 2X Week	64.90
2 Cu. Yd. - 3X Week	110.00
2 Cu. Yd. - 4X Week	145.20
2 Cu. Yd. - 5X Week	180.40
2 Cu. Yd. - Extra	33.00
3 Cu. Yd. - 1X Week	41.80
3 Cu. Yd. - 2X Week	74.80
3 Cu. Yd. - 3X Week	124.30
3 Cu. Yd. - 4X Week	166.10
3 Cu. Yd. - 5X Week	207.90
3 Cu. Yd. - Extra	33.00
4 Cu. Yd. - 1X Week	48.40
4 Cu. Yd. - 2X Week	86.90
4 Cu. Yd. - 3X Week	139.70
4 Cu. Yd. - 4X Week	192.50
4 Cu. Yd. - 5X	242.00

Week	
4 Cu. Yd. - Extra	38.50
6 Cu. Yd. - 1X Week	69.30
6 Cu. Yd. - 2X Week	122.00
6 Cu. Yd. - 3X Week	180.40
6 Cu. Yd. - 4X Week	238.70
6 Cu. Yd. - 5X Week	293.70
6 Cu. Yd. - Extra	38.50
8 Cu. Yd. - 1X Week	90.20
8 Cu. Yd. - 2X Week	149.60
8 Cu. Yd. - 3X Week	235.40
8 Cu. Yd. - 4X Week	305.80
8 Cu. Yd. - 5X Week	392.70
8 Cu. Yd. - Extra	44.00

**Roll Off Containers and Compactors:  
(Excluding sales tax)**

<u>SIZE</u>	<u>DELIVERY CHARGE*</u>	<u>DAILY RENTAL FEE*</u>	<u>CUSTOMER CHARGE PER HAUL</u>
20 Yard Open Top	75.00	3.00	297.00
30 Yard Open Top	75.00	3.00	352.00
40 Yard. Open Top	75.00	3.00	396.00
30 Yard Compactor			385.00
35 Yard Compactor			418.00
42 Yard Compactor			446.00

**\*FEE NOT INCLUDED IN CUSTOMER CHARGE**