

ORDINANCE NO. 100-92

AN ORDINANCE REGULATING THE COLLECTION AND DISPOSAL OF GARBAGE AND REFUSE REQUIRING ALL RESIDENTS TO PLACE GARBAGE IN CONTAINERS OF NOT MORE THAN 32 GALLON CAPACITY, PLASTIC BAGS OR BINS; REGULATING THE LOCATION OF BINS, BAGS, CONTAINERS AND BUNDLES FOR REFUSE COLLECTION; REGULATING THE COLLECTION OF HAZARDOUS WASTE; REGULATING THE COLLECTION AND DISPOSAL OF DEAD ANIMALS, ANIMAL MANURE AND OTHER DECAYING REFUSE; REGULATING THE USE OF REFUSE BINS AND CONTAINERS; REGULATING THE USE OF INCINERATORS; PRESCRIBING RATES TO BE CHARGED FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE; PROVIDING FOR A SECURITY DEPOSIT; MANNER OF COLLECTION OF FEES FOR REFUSE COLLECTION; CONTAINING VARIOUS DEFINITIONS AND MISCELLANEOUS PROVISIONS; PRESCRIBING A PENALTY OF NOT LESS THAN TWENTY-FIVE DOLLARS NOR MORE THAN TWO HUNDRED DOLLARS FOR EACH VIOLATION HEREOF.

BE IT ORDAINED BY THE BOARD OF CITY COMMISSIONERS OF THE CITY OF DE LEON, TEXAS:

SECTION ONE

DEFINITIONS

- (a). Container-A receptacle with a capacity of greater than 20 gallons but less than 32 gallons constructed of metal, plastic or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid capable of preventing entrance 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 60 pounds.
- (b). Bags-Plastic sacks designed to store Refuse with sufficient wall strength to maintain physical integrity when lifted by the top. Total weight of the bag and its contents shall not exceed 35 pounds.
- (c). Bins-Metal receptacle designed to be lifted and emptied mechanically for the use only at Commercial and Industrial Units.
- (d). Bulky Waste-Stoves, refrigerators, water heaters, washing machines, furniture and other waste materials other than Construction Debris, Dead Animals, Hazardous Wastes, or Stable Matter with weights or volumes greater than those allowed for Bins or Containers, as the case may be.
- (e). Bundle-Tree, shrub and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding four feet in length or 50 pounds in weight.
- (f). Hazardous Waste-Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate

State agency by or pursuant to Federal or State Law, or waste, in any amount, which is regulated under Federal or State Law. For the purpose of this Ordinance, the term Hazardous Waste shall also include motor oil, paint and paint cans and gasoline.

- (g). Dead Animals-Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause.
- (h). 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.
- (i). Garbage-Any and all dead animals of less than 10 pounds in weight; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, 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.
- (j). Refuse-Residential Refuse, Commercial and Industrial Refuse, Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- (k). Rubbish-All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other materials not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.
- (l). Construction Debris-Waste building materials resulting from the construction, remodeling, repair or demolition operations.
- (m). Residential Unit-A dwelling within the corporate limits of the City occupied by a person or persons. A Residential Unit shall be deemed occupied when either water or domestic light and power are being supplied thereto.
- (n). Residential Refuse-All Garbage and Rubbish generated by a Producer at a Residential Unit.
- (o). 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.
- (p). Commercial and Industrial Refuse-All Bulky Waste, Garbage, Construction Debris, Rubbish and Stable Matter generated by a Producer at a Commercial and Industrial Unit.

- (q). City-City of De Leon.
- (r). Contractor-The person, corporation or partnership performing Refuse collection and disposal under contract with the City.
- (s). Producer-An occupant of a Commercial or Industrial Unit and a Residential Unit who generates Refuse.

SECTION TWO

ALL GARBAGE SHALL BE REQUIRED TO BE PLACED IN RECEPTACLES WITH A CAPACITY OF NOT MORE THAN 32 GALLONS, PLASTIC SACKS OR BINS

Each Producer occupying a Residential Unit or Commercial or Industrial Unit within the corporate limits of the City of De Leon is hereby required to keep and maintain at all times at a convenient place at his Unit, adequate metal, plastic or fiberglass garbage cans of not more than 32 gallon capacity and of standard type and construction and in sufficient numbers to properly receive and hold all garbage, as herein defined, being disposed of from his Residential Unit or Commercial Unit, such receptacles being equipped with an adequate lid or covering and shall be covered by such lid or covering at all times, except when placing garbage therein or removing the same therefrom.

SECTION THREE

LOCATION OF BINS, CONTAINERS, BAGS AND BUNDLES FOR REFUSE COLLECTION

The Producer of Refuse of said Residential Units and Commercial and Industrial Units shall place each Container, Bag and Bundle at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled City roadways. Contractor may decline to collect any Container, Bag or Bundle not so placed or any Residential Refuse not in a bag or acceptable container.

SECTION FOUR

REGULATING THE COLLECTION AND DISPOSAL OF HAZARDOUS WASTE

No Radioactive or Hazardous Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State Agency by or pursuant to Federal or State Law shall be collected and disposed of by the Contractor. Motor oil, gasoline, paint and paint cans will not be collected.

SECTION FIVE

REGULATING THE COLLECTION AND DISPOSAL OF DEAD ANIMALS, ANIMAL MANURE, DECAY MATTER AND OTHER REFUSE

It shall be unlawful for any person to place manure from private stables or offal or Refuse from animals and dead animals and all other waste not herein mentioned must be kept in a separate suitable receptacle and not dumped in the alleys or retained on the premises so as to become a nuisance and the same is to be disposed of by the owners thereof. It shall be the duty of the City Public Works Department to see that said Refuse is properly disposed of by the owner when so ordered. Such Refuse

shall be hauled away from the premises of the owner thereof, when so ordered, at his own expense and by his own means and such Refuse shall not be considered garbage and shall not be collected by the sanitary trucks of the Contractor.

SECTION SIX

REGULATING THE USE OF REFUSE BINS AND CONTAINERS

It shall be unlawful for any person to place or permit another to place any Garbage, Refuse or Rubbish in any Refuse Container, other than a receptacle provided for city-wide refuse collection service, unless such refuse is from the premises served by the Container. Refuse from outside the City limits shall not be placed in the City service Containers. It shall be unlawful for any person other than an authorized employee of the Contractor to remove or pilfer through any Garbage or Refuse Container.

SECTION SEVEN

REGULATING THE USE OF INCINERATORS

Any person who occupies, operates or manages any premises within the City may incinerate Refuse on his premises provided that the method of incineration is such that the smoke and odor emission fall within the limits provided by the Texas Air Control Board. Open burning of Refuse or burning of Refuse in barrels, pits or other open or screened container is prohibited and is subject to the penalties prescribed in this Ordinance.

SECTION EIGHT

RATES TO BE CHARGED FOR THE COLLECTION AND REMOVAL OF REFUSE

The monthly charge for the collection and removal of Refuse from Residential Units and Commercial or Industrial Units located within the corporate limits of the City shall be as follows:

1. Curbside Residential collection once a week
for 1 through 10 bags or containers-----\$10.95
2. Commercial Handload collection once a week
for 1 through 12 -- 32 gallon containers-----\$12.60
3. Commercial Container collection:
 - a. 2 yard bin - 1 time a week-----\$50.65
 - b. 2 yard bin - 2 times a week-----\$78.00
 - c. 3 yard bin - 1 time a week-----\$60.00
 - d. 3 yard bin - 2 times a week-----\$108.50
 - e. 3 yard bin - 3 times a week-----\$145.50
 - f. 6 yard bin - 1 time a week-----\$117.50
 - g. 6 yard bin - 2 times a week-----\$217.60

THE ABOVE RATES DO NOT INCLUDE SALES TAX.

SECTION NINE

SECURITY DEPOSIT

New customers residing within the corporate limits of the City shall be required to make a security deposit in the amount of \$15.00 for Residential Units, \$20.00 for Commercial Hand Load Service and \$55.00 per Bin (dumpster) for Commercial or Industrial Customers. Security deposits shall remain on deposit with the

City until termination of all City utility services, or in the event a balance is due, applied against the final bill for services. The City will not pay interest on any security deposits, including all deposits now on record with the City.

SECTION TEN

MANNER OF COLLECTION OF FEES FOR REFUSE COLLECTION

A charge for the collection and disposal of Refuse shall be made and collected for every occupied Residential Unit and Commercial or Industrial Unit within the corporate limits of the City regardless of whether or not any Refuse is deposited for collection from such occupied Unit. Such charges shall be billed and collected monthly as a utility charge payable at the City Hall Water Department. It is further provided that should any person of any Residential Unit or Commercial and Industrial Unit fail to pay the charges fixed against his place of residence or business when due, the City shall be authorized to cut off and disconnect all City services to his residence or place of business until such charges have been paid in full. All charges not paid by the 10th day of the month following the month the statement is rendered shall be considered delinquent and a penalty of ten percent (10%) of the amount of the charge shall be added as a late charge. Failure to pay such charges by the 20th day of the month in which they are due shall authorize the City to disconnect all City utility services from the delinquent premises. It is further provided that a fee of \$25.00 shall be assessed for reinstatement of City utilities including, but not limited to, the collection and removal of Refuse.

SECTION ELEVEN

CREDIT FOR VACANCY

No credit will be given to any person occupying a Residential Unit or Commercial Unit for vacancy thereof unless the City is notified by such person within five days after such property is vacated. Such notice shall be given to the clerk in the City office. If no notice is given to the office within five (5) days after such property is vacated, credit will only be given from the date of the nearest billing period.

SECTION TWELVE

MISCELLANEOUS PROVISIONS

All brush, shrubs, tree trimmings and cuttings shall be cut into not more than four foot lengths and tied in bundles weighing not more than fifty (50) pounds nor more than eighteen (18) inches in diameter. Paper boxes, newspapers, magazines and scrap lumber shall be securely tied together in a bundle not over eighteen (18) inches in diameter weighing not more than fifty (50) pounds and no more than four feet in length.

No rocks or dirt shall be placed in any garbage container.

Garbage shall not be placed in open bins where collectors have to remove same by hand or forks.

The Contractor shall have the right to refuse to pick up any Refuse that is scattered for any reason or where there are dogs loose in the yard.

The Contractor shall have the right to refuse to collect Refuse and Garbage when the container is overfilled or loose materials are left at the collection point.

No dead animals, dead fowls, chicken or rabbit droppings, human excretion or fish shall be placed in garbage containers. The same shall be placed in separate refuse receptacles and disposed of by the owner at his own expense in accordance with the foregoing provisions of this Ordinance.

The customer shall be responsible for the control of odor and insects.

SECTION THIRTEEN

CONTROL OF HAULING BY INDIVIDUAL TO CITIZENS CONVENIENCE CENTER

Should any person haul all or any part of his Refuse to the City Convenience Center, he shall nevertheless be required to pay a fee in accordance with the schedule set forth at that time, and shall be required to dump his Refuse at the City Convenience Center in accordance with and subject to the rules and regulations of the City Commission and the State or Federal regulations, including, but not limited to, covering for all open loads.

SECTION FOURTEEN

PENALTY

Any person or persons, firm or corporation who violates any of the provisions of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction shall be fined not less than Twenty-five Dollars (\$25.00) and not more than Two Hundred Dollars (\$200.00) for each offense, with cost of court, and each violation hereof shall be deemed a separate offense and each day's continuance or failure to comply herewith shall constitute a separate and distinct offense for each of said days and shall be punishable as such.

SECTION FIFTEEN

SEVERABILITY

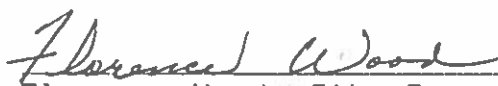
Should any Section, Paragraph, Sentence, Clause or Phrase of this Ordinance be declared unconstitutional or invalid for any reason, the remainder of said Ordinance shall not be affected thereby.

APPROVED at a regular meeting of the City Council held on the 11th day of February, 1992.

APPROVED AND ADOPTED at a regular meeting of the City Council held on the 25th day of February, 1992.


Kent Boswell, Mayor
City of De Leon, Texas

ATTEST:


Florence Wood, City Secretary
City of De Leon, Texas