

**CITY OF BALCH SPRINGS, TEXAS**

**CITY/DISTRICT CODE CONSOLIDATION ORDINANCE FOR SOLID WASTE**

**ORDINANCE NO. 3084-13**

**AN ORDINANCE OF THE CITY OF BALCH SPRINGS, TEXAS, CONSOLIDATING CERTAIN SOLID WASTE PROVISIONS OF DALLAS COUNTY WATER CONTROL AND IMPROVEMENT DISTRICT NO. 6 CODE INTO THE CITY OF BALCH SPRINGS CODE OF ORDINANCES; AMENDING CHAPTER 62 OF THE CITY'S CODE OF ORDINANCE, ENTITLED "SOLID WASTE" IN ITS ENTIRETY; CONTAINING DEFINITIONS, SOLID WASTE SERVICE RULES AND REQUIREMENTS, ENFORCEMENT, AND PENALTIES FOR VIOLATION; PROVIDING REPEALING, SAVINGS AND SEVERABILITY CLAUSES; AND AN EFFECTIVE DATE**

**WHEREAS**, Senate Bill 1625 was enacted by the 83rd Legislature of the State of Texas, thereby authorizing the consolidation of Dallas County Water Control and Improvement District No. 6 ("the District") and the City of Balch Springs ("the City"); and

**WHEREAS**, the process of consolidating the District and City includes the elimination of redundant and unnecessary provisions of the District's code of ordinances and incorporating provisions necessary for the continued governance and operation of the City into the City's code of ordinances; and

**WHEREAS**, those provisions of the District's Code dealing with solid waste and related orders and regulations should be incorporated into Chapter 62 of the City of Balch Springs Code of Ordinances, entitled "Solid Waste;" and

**WHEREAS**, the City Council has reviewed both sets of ordinances, consulted with the City Attorney with regard thereto, and has found that the incorporation of the following provisions of the District's code into the City's code are necessary for the health, safety, and well-being of the City of Balch Springs and its residents;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF BALCH SPRINGS, TEXAS, that:**

**SECTION 1.** All of the above premises are hereby found to be true and correct legislative and factual findings of the City Council, and are hereby approved and incorporated into the body of this Ordinance as if copied in their entirety.

**SECTION 2.** The sections of the District's Code and orders dealing with solid waste are hereby adopted, recodified, and incorporated into Chapter 62 of the City of Balch Springs Code of Ordinances, replacing the existing provisions of Chapter 62, so that the chapter is hereby amended to read in its entirety as follows:

## **CHAPTER 62. SOLID WASTE**

### **ARTICLE I. GENERALLY**

#### **DIVISION 1. In General**

##### **Sec. 62.01 Definitions**

*Bass.* Plastic sacks (with a thickness of a minimum of 1.5 mill), 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 fifty (50) pounds. Such bags should be collected in addition to or/instead of any polycart(s) containers placed at curbside by the residential customer.

*Base Rate.* The total approved solid waste collection and disposal rates for residential and commercial/industrial front load customers, excluding sales taxes, franchise fees and recycling fees.

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

*Bulky Wastes.* This service will include items easily managed by two men, and does not exceed 4 ft. X 4 ft. X 8 ft.

*City.* City of Balch Springs, TX.

*City Service Area.* Any area inside or outside the boundaries of the City which is served by the City.

*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 one (1) cubic yard of refuse per week.

Commodity Buyer. A buyer or processor, selected by Contractor pursuant to the Contract Documents, of Recyclable Materials delivered by Contractor.

Commodity. Material that can be sold in a spot or future market for processing and use or reuse.

Construction Debris. Waste building materials resulting from construction, remodeling, repair, or demolition operations. Materials must be containerized as indicated by City Code.

Consumer Price Index (CPI-U-DFW). The revised Consumer Price Index for the Dallas/Fort Worth Metropolitan Area, twelve-month average for all items as published by the United States Department of Labor, Bureau of Labor Statistics, Region 6. In the event the U.S. Department of Labor Statistics ceases to publish the CPI, the parties hereto agree to substitute another equally authoritative measure of change in the purchasing power of the U.S. dollar as may then be available so as to carry out the intent of this provision.

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.

Contractor. The contractor referred to herein is the waste conveyor with whom the City is currently in contract.

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 that have expired from any cause except those slaughtered or killed for human use.

Disaster. A sudden and grave occurrence causing destruction or damage to property for which a state of emergency is declared by the City under its Emergency Management Plan. Disaster shall include both natural and manmade disasters, including but not limited to, windstorms, lightning strikes, tornados, hurricanes, flooding, hail, earthquakes, fire, plane crashes, riots and explosions.

Disposal Facility. A depository for garbage, rubbish and bulky items, including but not limited to, sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed and permitted by all governmental bodies and agencies having jurisdiction.

Disposal Rates. The posted gate rates for Municipal Solid Waste disposal at the Disposal Facility.

Disposal Site. All Waste collected for disposal by the Contractor shall be hauled to a state-approved Disposal Site. The selection of the Disposal Site will be at the discretion of the Contractor.

Garbage. Any and all dead animals of less than ten pounds (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, 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.

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 hereunder or applicable state law concerning the regulation of hazardous or toxic wastes.

Household Hazardous Waste. Any chemical, compound, mixture, substance, or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State of Texas to be "hazardous" as that term is defined by or pursuant to Federal or State law, which is generated by households and similar generators. Types of household hazardous waste include household cleaning products, automotive products, paints and solvents, pesticides and other products such as pool chemicals, ammunition, dry cell and disc batteries, etc.

Landfill (Sanitary). A Texas Class I landfill, duly permitted. The real property site for disposal.

Loose Brush. All limbs with the trunks parallel to the street but does not block sidewalk. No limbs shall be greater than six (6) inches in diameter or more than 10' in length, and must be manageable by two men. Brush pile must be free of all foreign debris.

Medical Waste. Waste generated by healthcare related facilities and associated with healthcare activities.

Municipal Solid Waste. Includes any solid waste, except for sludge, resulting from the operation of residential, commercial, industrial, governmental, or institutional establishment that would normally be collected, processed, and disposed of through a public or private solid waste management service.

Parkway. The area ordinarily located between the curb line of a street and the property line of real estate nearest the street.

Polycart. A rubber-wheeled receptacle with a maximum capacity of ninety to one hundred (90-100) gallons constructed of plastic, metal and/or fiberglass, 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 weight of a Polycart and its contents shall not exceed one hundred seventy-five pounds (175 lbs.). Polycarts will be provided to each Residential Unit and 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.

Producer. An occupant of a residential or commercial unit who generates refuse.

Recyclable Materials. Commodities collected by the Contractor pursuant to the Contract Documents, which can be sold in a spot or future market for processing and use or reuse including, but not limited to, newsprint, magazines, plastic bottles, aluminum cans and metal (tin) cans.

Recycling Container. A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with minimum capacity of eighteen (18) gallons.

Red Tag. All loose brush or bulky waste as defined in this article which is outside the scope will be considered to be red tag, to include, but not limited, to Commercial and Industrial, move-outs, etc.

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. Condominium units are treated as residential units and are billed individually.

Roll-off Container. Any size open top container that can be loaded onto a specialized truck constructed to haul such roll-off container.

*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). All waste wood, wood products, 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 used for packaging or wrapping, crockery and glass, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste materials not included in the definition of Construction Debris, Dead Animals, Garbage, Hazardous. Waste, or Stable Matter.

*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.

*Special Service.* Garbage and trash for elderly and disabled residential customers certified by the City may be picked up at or behind the building line as opposed to being picked up at the curbside.

Contractor shall provide this additional service to those who are physically impaired at rates set forth in the Chart of Charges. Contractor shall be responsible for determining who is eligible for this service. In cases of dispute, the final determination shall be made by the City Manager. Pick up location will be agreed to by customer and Contractor.

*Special Waste.* Type A or Type B special wastes as defined below.

*Type A Special Waste.* Any waste, from a commercial or industrial activity, meeting any of the following descriptions:

- (1) A containerized waste (e.g. a drum, portable tank, lugger box, roll-off, pail, bulk tanker, etc.) listed in subsections (2) through (7) below.
- (2) A waste containing free liquid.
- (3) A sludge waste.
- (4) A waste from an industrial process.
- (5) A waste from a pollution control process.

(6) Residue and debris from the cleanup of a spill of a chemical substance or commercial product or a waste listed in subsections (1) through (3) or (7).

(7) Contaminated material from cleanup of a facility generating, storing, treating, recycling, or disposing of wastes listed in subsections (1) through (6) above.

*Incidental Amounts of Special Waste.* The Contractor recognizes that many customers will produce some "Type B Special Waste," as defined below. Incidental quantities of "Type B Special Waste" do not require a Generator's Type B Special Waste Profile Sheet to be signed by the customer. However, the customer must identify the type and amount of Type B Special Wastes which will be provided to the Contractor in incidental amounts.

*Type B Special Waste.* Any waste from a commercial or industrial activity meeting any of the following descriptions:

(1) Friable asbestos waste from building demolition or cleaning: wall board, wall spray coverings, pipe insulation, etc. Non-friable asbestos is not a special waste unless it has been processed, handled or used in such a way that asbestos fibers may be freely released. Asbestos-bearing industrial process waste is a "Type A Special Waste."

(2) Commercial products or chemicals which are off-specification, outdated, unused or banned. Out-dated or off-specification, uncontaminated food or beverage products in original consumer containers are not included in this category; however, containers which once held commercial products or chemicals are included unless the container is empty. A container is empty when: all waste has been removed that can be removed using the practices commonly employed to remove materials from type of container, e.g., pouring, pumping or aspirating, and an end has been removed (for containers in excess of 25 gallons), and no more than one (1) inch (2.54 centimeters) of residue remains on the bottom of the container or inner liner, or no more than three percent (3%) by weight of the total capacity of the container remains in the container (containers - 110 gallons), or no more than 0.3% by weight of the total capacity of the container remains in the container (containers 110 gallons). Containers which once held ACUTELY HAZARDOUS WASTES must be triple rinsed with an appropriate solvent or cleaned by an equivalent method. Containers which once held substances regulated under the Federal Insecticide, Fungicide, and Rodenticide Act must be empty according to label instructions or triple rinsed.

(3) Untreated bio-medical waste. Any waste capable of inducing infection due to contamination with infectious agents from a bio-medical source, including but not limited to, a medical practitioner, hospital, medical clinic, nursing home, university medical laboratory, mortuary, taxidermist, veterinary hospital, or animal testing laboratory. Sharps from these sources must be rendered harmless or placed in needle puncture proof containers. Residue from incineration of infectious wastes is a "Type A Special Waste."

(4) Treated bio-medical wastes. Any wastes from a bio-medical source, including but not limited to, a hospital, medical clinic, nursing home, medical practitioner, mortuary, taxidermist, veterinarian, hospital, animal testing laboratory, or university medical laboratory which has been autoclaved or otherwise heat treated or sterilized so that it is no longer capable of inducing infection. Any sharps from these sources must be rendered harmless or placed in needle puncture proof containers.

(5) Liquids and sludges from septic tanks, food service grease traps, or wash water and waste waters from commercial laundries, laundromats and carwashes unless these wastes are managed at commercial or public treatment works.

(6) Chemical-containing equipment removed from service. Examples: filters, cathode ray tubes, lab equipment, acetylene tanks, fluorescent light tubes, etc.

(7) Waste produced from the demolition or dismantling of industrial process equipment or facilities contaminated with chemicals from the industrial process. Chemicals or wastes removed or drained from such equipment or facilities are "Type A Special Wastes."

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.

Street. Any public thoroughfare for the passage of vehicular and pedestrian traffic.

Take All Service. Provides for the collection of all items placed on the curb as long as the items are containerized in a polycart or in a bag. Construction materials from repairs and remodeling must be containerized. Loose brush and limbs are not to exceed ten feet (10') in length. Bulky items including stoves, furniture, water heaters, dishwashers, etc when placed on the curb will be picked up on a City-approved day. Stockade type fence panels must be cut into 4x6 sections or smaller and loose pickets or slats must be tied and bundled.

Unacceptable Waste. All waste, including but not limited to, Hazardous Waste and Special Waste (except as expressly provided in this chapter), the acceptance and handling of which by Contractor would cause a violation of any permit, condition, legal, or regulatory requirement, substantial damage to Contractor's equipment or facilities, or present a substantial danger to the health or safety or public of Contractor's employees. Unacceptable Waste shall also include Construction Debris, Medical Waste and friable asbestos, Dead Animals, Stable Matter, auto parts, rocks, concrete, sand, gravel, and dirt.

Waste. Garbage, Rubbish, and other Municipal Solid Waste generated at a Residential Unit or a Commercial or Industrial Unit, but specifically excluding Unacceptable Waste and any other solid waste specifically excluded under this chapter. Waste may include Residential Waste and Commercial Industrial Waste.



Residential Front Load Service. Containers will be stored at a secured City designated storage area. At no charge, CWD will have usage of this area during commercial operating hours. Empty containers will be delivered to the customer on as-needed basis. When full, the container will be transported back to the storage area. A CWD front load truck will on a regular basis empty the full containers. Delivery and retrieval of the containers from the residential home will be done with a container truck. Content weight should not exceed two thousand (2000) pounds.

The container for this purpose will be a slant, six cubic yard steel container measuring approximately 6' x 6' x 51".

## **DIVISION 2. SOLID WASTE SERVICE**

### **Sec. 62.02 Use of Collection Mandatory**

(a) All residential and commercial establishments with water service within the City Service Area shall be required to use the waste disposal services offered directly by the City.

(b) A Residential Customer is to be billed by the City for garbage services, whether Residential, or hand-collect commercial, based upon whether water and/or sewer services are actively being provided and billed. An active water and/or sewer utility account shall constitute an active garbage account, whether or not the Residential Customer utilizes the garbage service. The City shall be responsible for notifying the Contractor immediately in writing when any water and/or sewer account is opened or closed. Commercial and Industrial Customers shall be billed based on the level of service utilized by such customer.

### **Sec. 62.03 Residential Service**

(a) All residences within the City Service Area with a water service connection are required to subscribe to the residential waste collection service. This service provides for collection of waste stored in authorized receptacles as stated herein and pickup of loose brush and bulky waste as stated herein. It shall be unlawful to deposit garbage, solid waste, debris, etc. in the parkway or in front of any residence without an active solid waste account.

(b) Residential customers will be provided by Contractor the opportunity to rent front load containers on a day-to-day basis for the purpose of remodels and clean-ups. These front load containers are not meant for large scale remodeling or clean up for new construction. Heavy materials such as concrete, roofing shingles or things of that nature are not permitted in the container. If the contractor cannot provide these services, the City will provide the services either by subcontracting or handling these accounts in house.

## **Sec. 62.04 Commercial Service**

- (a) Commercial service is available to owners of businesses or apartments. The service consists of scheduled pickup of waste from containers sized to meet the needs of the customer. The City will determine the appropriate size of container and the frequency of service needed by each Commercial Customer. Every business must use the Contractor for waste disposal services. All Commercial Customers must keep the area around the containers clean and free from unsightly Rubbish, Construction Debris, and/or Garbage.
- (b) The Commercial Customer will need to contact the City to order a container and the Contractor will make the delivery.
- (c) If a Commercial Account is not paid, the City will have the Contractor remove the container from the property.
- (d) If the Commercial Customer has their water turned off for non-payment of the bill, this will also lead to the City having the Contractor pick up the container.
- (e) All commercial service shall be invoiced as a part of the water and sewer utility service to any customer or property served. If there is more than one person or entity utilizing commercial service and the water and sewer utility service is invoiced to only one owner, landlord, business, entity or person; that owner, landlord, business, entity or person for a particular location or property served shall be responsible for all the commercial service, including, but not limited to, payment for unpaid commercial service collection fees and any fees assessed by the City for non-payment for commercial service. It will be the responsibility of any owner, landlord, business, entity or person having water and sewer service for a location or property to pay all commercial service even though that owner, landlord, business, entity or person has one or more tenants, sub-tenants, subcontractors, lessees, occupants, customers or any other persons or entities utilizing commercial service at the location or property of such owner, landlord, business, entity or person. The owner, landlord, business, entity and/or person as used herein is deemed to be the Commercial Customer. The City shall not be responsible for collecting payment of any commercial service fees from any person or entity that is a tenant, sub-tenant, subcontractor, lessee, occupant, customer or any other person or entity utilizing commercial service at such location. If the container is removed for nonpayment, the Commercial Customer will be assessed fees to have the container brought back to the property, including, but not limited to the current administrative fee(s).
- (f) If the container is removed for nonpayment, the commercial customer will be assessed fees to have the container brought back to the property, including, but not limited to the current administrative fee(s).
- (g) The Commercial Customer must obtain an estimate from the City for all brush to be collected. The Commercial Customer must pay the current City fee for the City to remove the brush or other large trash objects from the Commercial

Property. Commercial and Industrial accounts are not provided with the collection of loose brush or bulky waste as part of its regular service. Loose brush and bulky waste will be collected as specified pursuant to the rates set forth in the Master Fee Schedule.

#### **Sec. 62.05 Polycart Containers**

- (a) The Residential Customers must use the Polycarts provided by the Contractor.
- (b) Commercial Customers may use the Polycarts provided by the Contractor.
- (c) It shall be the responsibility of the Contractor to provide one 96-gallon Polycart. Additional Polycarts can be purchased for a monthly fee at the current City price. Refer to Master Fee Schedule for current price.
- (d) If the Polycart is damaged, the Polycart Customer needs to contact the Contractor in order to obtain a new Polycart. Refer to Master Fee Schedule for current price.
- (e) The Contractor will replace a Polycart that is damaged by normal wear and tear. If the Polycart is intentionally and/or negligently damaged by the Polycart Customer, the Polycart Customer must purchase another Polycart from the Contractor at the current City price.
- (f) The Contractor will determine if the Polycart is damaged from normal wear and tear or if it is damaged from the intentional and/or negligent acts of the Polycart Customer.
- (g) Contractor shall also provide each Residential Unit with one eighteen (18) gallon bin for recyclables.

#### **Sec. 62.06 Placement of Containers**

- (a) If the residential unit from which garbage is to be collected is adjacent to an alley, the owner, occupant, tenant or lessee shall be required to keep the garbage container within his private property until the day of, or the evening before, the day for collection.
- (b) If alley service is not available, the owner, occupant, tenant or lessee shall keep the container at a point behind the building line until the day of, or the evening before, collection.
- (c) The Resident must place all Polycarts behind the curb line in order for the Contractor to pick up the garbage. No person shall deposit Polycarts near the curb line of the street earlier than 8:00 p.m. of the day preceding or later than 8:00 a.m. of the day following such collection.

(d) Containers and brush shall not be placed in the street, on the sidewalk or in any manner where such placement would interfere with vehicular or pedestrian traffic.

(e) A Polycart Customer can be allowed an additional three (3) plastic bags as specified in definitions per service day.

#### **Sec. 62.07 Brush and Other Large Trash Objects; Residential Pick Up**

(a) Contractor shall collect and haul loose brush and bulky waste as part of its regular residential service as specified in definitions and placed at a location so that access is not obstructed by overhanging tree limbs, wires, or other obstacles which would interfere with collection. Loose brush shall not be in excess of ten (10) feet in length. Limbs shall not exceed six inches (6") in diameter.

(b) Collection of loose brush shall be limited to ten (10) cubic yards per Residential Unit per week. Amounts in excess of 10 cubic yards will be picked up by the City. Loose brush pickup will be on an on-call basis. Contractor shall provide service for bulky waste piles of four (4) cubic yard or less per week. Amounts in excess of 4 cubic yard will be picked up by the City. Loose brush will be collected on Wednesday. Bulky waste piles of four (4) cubic yard or less per week will be picked up on the second service days of week.

(c) Loose brush piles larger than ten (10) cubic yards and bulky waste piles larger than four (4) cubic yards will be removed by the City at rates set forth in the Master Fee Schedule.

#### **Sec. 62.08 Scavenging Prohibited**

It shall be unlawful for any person, other than an authorized employee of the City and/or the Contractor to collect, take, remove, tamper with, interfere with, scavenge from, carry away or otherwise disturb garbage or trash which has been placed for collection at any authorized recycling site operated by the City or in any container on public or private property, as provided by this article.

#### **Sec. 62.09 Roll-Off Containers**

(a) Any roll-off containers used to collect, transport, or dispose of any solid waste generated within the City shall be owned and operated by the City or the Contractor for the collection and disposal of solid waste. It shall be the responsibility of the City or the Contractor to provide roll-off containers. Roll-off containers other than those owned and operated by the City or Contractor shall not be allowed for the collection, transportation, or disposal of any solid waste generated within the City.

(b) The customer will be charged a fee for the delivery of a roll-off container to their property.

### **Sec. 62.10 Collection of Recyclables**

(a) The Contractor will pick up recyclables on second service days every week. Any recyclables not contained inside the Recyclable container will not be picked up by the Contractor.

(b) The following are items that can be recycled and placed in the Recyclable Containers: all colors of unbroken glass bottles; tin and steel cans rinsed; dry newspapers, magazines and catalogues; phone books; broken down cardboard; cereal boxes or other chipboard; junk mail & office paper; plastic bottles and containers #1 - #7 (excluding #6); and aluminum cans.

### **Sec. 6.11 Excluded Items**

Unacceptable Waste.

### **Sec. 62.12 Right of Entry for Collection**

Should it be necessary to remove the containers and/or any garbage from a Customer's property, the City and/or the Contractor has a right of entry to the property in order to collect any garbage.

### **Sec. 62.13 Illegal Use of Another's Container**

It is unlawful to utilize garbage receptacles of another owner, including but not limited to Polycarts, front loader containers, roll-off containers, recyclable containers, and all other containers used by the City and/or the Contractor in the collection of solid waste.

### **Sec. 62.14 Disposal of Construction and Demolition Waste**

All construction sites and construction projects are required to use the containers provided by the Contractor for all waste collection. Sheetrock waste, building materials or other trash within the City Service Area which results from building or remodeling operations, or from general clean up of a vacant or unimproved property immediately prior to occupancy shall not be allowed on the ground and shall not be allowed within view of the general public. All of the above-listed materials must be placed in a container.

### **Sec. 62.15 Disposal of Dead Animals**

Any dead animals weighing ten (10) pounds or less may be picked up by the City so long as such dead animal is placed in a Polycart Container. For any dead animal weighing greater than ten (10) pounds, the Customer must contact the City to make special arrangements to have such dead animal picked up at the Customer's expense.

### **DIVISION 3. ENFORCEMENT**

#### **Sec. 62.16. Criminal Penalties.**

- (a) A person who violates this article is guilty of a separate offense for each day or portion of a day during which the violation continues and, upon conviction, shall be punished as follows: Fine(s) of not more than one thousand dollars (\$1,000.00) per day for each offense.
- (b) Any person, firm or corporation violating any of the provisions or terms of this article, as amended hereby, shall be guilty of a misdemeanor and upon conviction in a court of appropriate jurisdiction within the confines of Dallas County, shall be subject to a fine not to exceed the sum of one thousand dollars (\$1,000.00) for each offense; and each and every day such violation is continued shall be deemed to constitute a separate offense.
- (c) If the City prevails in any suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses, and other costs incurred by the City before the court. The amount of attorney's fees shall be fixed by the court.

#### **Sec. 62.17 Civil Penalties and Other Relief**

- (a) Any person, firm or corporation violating any of the provisions or terms of this article, as amended hereby, may be tried civilly in a court in the County of Dallas Texas, and shall be subject to a fine not to exceed the sum of one thousand dollars (\$1,000.00) for each violation; and each and every day such violation is continued shall be deemed to constitute a separate violation.
- (b) The City is hereby authorized to seek injunctive or other legal or equitable relief as may be necessary and appropriate to the enforcement of this article.
- (c) If the City prevails in any civil suit to enforce its rules, it may, in the same action, recover reasonable fees for attorneys, expert witnesses, and other costs incurred by the City before the court. The amount of attorney's fees shall be fixed by the court.
- (d) The City Manager or any person designated by him/her as an authorized designee may issue notices, citations or summons for any violations of this article.
- (e) The City Manager of the City has the power to enforce all sections of this article.
- (f) Penalties can include fines or imprisonment.
- (g) Any individual, contractor, subcontractor, company, and/or business servicing the City Service Area shall be subject to the fines, penalties, and imprisonment herein.

**Sec. 62.18      Unlawful Depositing; Penalty.**

(a) It shall be unlawful for any person to discard, deposit or dispose, or allow or permit the discarding, depositing or disposal of litter, garbage, trash, debris or other solid waste upon any public or private property which is not a solid waste disposal site approved by the state. other solid waste on real property which such person owns, occupies or is in control of within 48 hours after such litter, garbage, trash, debris or other solid waste has been placed on such real property, unless such real property is a solid waste disposal site approved by the state; provided, however, that it shall be a defense to prosecution of an offense under this subsection if the person did not have actual knowledge of the presence of such litter, garbage, trash, debris or other solid waste on such real property.

(b) It shall be unlawful for any person to allow or permit another person to discard, deposit or dispose of litter, garbage, trash, debris or other solid waste on real property which such person owns, occupies or is in control of, unless such real property is a solid waste disposal site approved by the state.

(c) It shall be unlawful for any person to fail to remove litter, garbage, trash, debris or other solid waste on real property which such person owns, occupies or is in control of within 48 hours after such litter, garbage, trash, debris or other solid waste has been placed on such real property, unless such real property is a solid waste disposal site approved by the state; provided, however, that it shall be a defense to prosecution of an offense under this subsection if the person did not have actual knowledge of the presence of such litter, garbage, trash, debris or other solid waste on such real property.

**SECTION 3.** All other provisions of City of Balch Springs Code of Ordinances not amended herein shall remain in full force and effect.

**SECTION 4.** All provisions of the ordinances of the City of Balch Springs in conflict with the provisions of this ordinance be and the same are hereby repealed to the extent of such conflict, and all other provisions of the ordinances of the City of Balch Springs not in conflict with the provisions of this ordinance shall remain in full force and effect.

**SECTION 5.** Should any sentence, paragraph, subdivision, clause, phrase or section of this ordinance be adjudged or held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this ordinance as a whole, or any part or provision thereof other than the part so decided to be invalid, illegal or unconstitutional, and shall not affect the validity of the Code of Ordinances as a whole.

**SECTION 6.** This ordinance shall take effect immediately from and after its passage and the publication of the caption, as the law and charter in such cases provide.

**SECTION 7.** It is hereby officially found and determined that the meeting at which this Ordinance was adopted was open to the public and that public notice of the time, place and

purpose of said meeting was given as required by the Open Meetings Act, Chapter 551 of the Texas Government Code.

**DULY PASSED AND ADOPTED** by the City Council of the City of Balch Springs, Texas, on the 10th day of December, 2013.

**CITY OF BALCH SPRINGS**

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Carrie F. Gordon, Ph.D, Mayor

**ATTEST:**

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Cindy Gross, City Secretary