

**ORDINANCE NO. 2019-23**

**AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS, BY REPEALING CHAPTER 36 – SOLID WASTE, IN ITS ENTIRETY AND ADOPTING A NEW CHAPTER 36 – SOLID WASTE; PROVIDING FOR A PENALTY OF AN AMOUNT NOT TO EXCEED \$2,000 FOR EACH DAY OF VIOLATION OF ANY PROVISION HEREOF; MAKING FINDINGS OF FACT; AND PROVIDING FOR OTHER RELATED MATTERS.**

\* \* \* \* \*

**WHEREAS**, a new contract has been executed between the City of Tomball and contractor for collection of solid waste and recycling within the city limits thus changing the policies and procedures of collection for residential and commercial units;

**WHEREAS**, the City Council of the City of Tomball, Texas, finds that it is in the best interest of the health, safety and welfare of its citizens to adopt new regulations for the collection of solid waste and recycling material; now therefore,

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF TOMBALL, TEXAS:**

**Section 1.** The facts and matters contained in the preamble to this ordinance are hereby found to be true and correct.

**Section 2.** The Code of Ordinances of the City of Tomball, Texas, is hereby amended by repealing Chapter 36 – Solid Waste, previously adopted on December 20, 1982 by Ordinance No. 1982-25, in its entirety. All ordinances or parts of ordinances inconsistent or in conflict herewith are, to the extent of such inconsistency or conflict, hereby repealed.

**Section 3.** The Code of Ordinances of the City of Tomball, Texas, is hereby amended by adopting Chapter 36 – Solid Waste, attached hereto and incorporated herein by this reference for all purposes.

**Section 3.** It is the intent of the City that this Ordinance shall comply in all respects with the applicable provisions of the solid waste contract executed between the City and contractor. In the event any clause, phrase, provision, sentence, or part of this Ordinance or the application of the same to any person or circumstance shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Ordinance as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional; and the City Council of the City of Tomball, Texas, declares that it would have passed each and every part of the same notwithstanding the omission of any such part thus declared to be invalid or unconstitutional, whether there be one or more parts.

**Section 4.** Any person who shall intentionally, knowingly, recklessly or with criminal negligence violate any provision of this Ordinance shall be deemed guilty of a misdemeanor and upon conviction, shall be fined in an amount not to exceed \$2,000. Each day of violation shall constitute a separate offense.

**Section 5.** This Ordinance shall take effect immediately from and after its passage and the publication of the caption hereof, as provided by law and the City's Home Rule Charter.

FIRST READING:

READ, PASSED AND APPROVED AS SET OUT BELOW AT THE MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL HELD ON THE 7<sup>TH</sup> DAY OF OCTOBER 2019.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>AYE</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

SECOND READING:

READ, PASSED, AND ORDAINED AS SET OUT BELOW AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF TOMBALL, HELD ON THE 21<sup>ST</sup> DAY OF OCTOBER 2019.

COUNCILMAN FORD	<u>AYE</u>
COUNCILMAN STOLL	<u>AYE</u>
COUNCILMAN DEGGES	<u>ABSENT</u>
COUNCILMAN TOWNSEND	<u>AYE</u>
COUNCILMAN KLEIN QUINN	<u>AYE</u>

Gretchen Fagan  
GRETCHEN FAGAN, Mayor  
City of Tomball

ATTEST:

Doris Speer  
DORIS SPEER, City Secretary  
City of Tomball

## **Chapter 36 – Solid Waste**

### **ARTICLE I. GENERAL PROVISIONS**

#### **Sec. 36-1. – 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* shall mean plastics sacks designed for refuse with sufficient wall strength to maintain physical integrity when lifted by the top; securely tied at the top for collection, with a capacity volume not to exceed 40 pounds.

*Bin/Dumpster* shall mean metal collection receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units, clearly identified with the Contractor's name (or assumed name, i.e. its DBA name), address, and phone number of Contractor's local office.

*Bin for Recycling* shall mean an 18 gallon recycling bin, provided by the Contractor, equipped with handles and no wheels or cover.

*Brush* shall mean any cuttings or trimmings from trees, shrubs, or lawns, and similar materials. Limbs shall not exceed four feet (4') in length and not exceed four inches (4") in diameter. All Brush must be tied and bundled. No bags or bundles shall exceed 40 pounds in total weight.

*Bulky Waste* shall mean appliances or "White Goods," furniture, auto parts, and other oversized wastes which are customary to ordinary housekeeping operations of a Residential Unit. Appliances or "White Goods" such as a freezer, refrigerator, water cooler, dehumidifier, air conditioner and any other appliances containing refrigerants, must be tagged certifying that all refrigerants have been removed by a certified refrigerant technician prior to their placement for collection. Putrescible household waste, construction debris and yard trimmings are not considered Bulky Waste.

*Cart for Solid Waste* shall mean a 65-gallon or 95-gallon poly cart plastic container, provided by the Contractor, equipped with wheels, handles, and a tight-fitting cover. Carts shall be capable of being mechanically unloaded into the Contractor's collection vehicles. Cart weight, when full, shall not exceed 375 pounds. Each Cart shall be clearly identified with the Contractor's name (or assumed name, i.e. its DBA name), address, and phone number of Contractor's local office.

*Cart for Recycling* shall mean a 65-gallon or 95-gallon poly cart plastic container, provided by the Contractor, equipped with wheels, handles and a tight-fitting cover with a color

differentiating it from a Cart for Solid Waste. Carts are capable of being mechanically unloaded into the Contractor's collection vehicles. Cart lid will be embossed to provide the acceptable Recyclable Materials list for the Resident. Cart shall be clearly identified with the Contractor's name (or assumed name, i.e. its DBA name), address, and phone number of Contractor's local office.

*Citizens Assistance Program (CAP)* shall mean an assistance program provided by Contractor offering special provisions for those residents that are physically unable to place their Bags or Containers in the required Collection Location.

*Collection Locations* shall mean designated area for the placement of Bags, Carts, Bulky Waste, or other acceptable materials for collection.

*Commercial/Industrial Unit* shall mean all premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City and not a residential unit.

*Commercial/Industrial Waste* shall mean all types of Solid Waste generated by stores, offices, restaurants, warehouses, and other non-manufacturing activities, excluding Residential Waste.

*Compactor Unit* shall mean a mechanical unit that receives, compacts, and reduces the volume of municipal solid waste, refuse or garbage. The unit may be stationary or mobile.

*Container* see *Cart for Solid Waste*, *Cart for Recycling* or *Bin for Recycling*, *Bin/Dumpster*, *Roll-Off* or *Compactor*

*Contractor* shall mean the City or individual, firm, partnership, joint venture, corporation, or association performing refuse collection and disposal under Contract with the City.

*Curbside* shall mean within three (3) feet of the curb/ edge of pavement that provides primary access for service.

*Excluded Waste* shall mean waste or other materials not adhering to the definitions and requirements of Brush, Solid Waste Materials and/or Recyclable Materials outlined in the Contract.

*Hazardous Waste* shall mean waste or any other material, 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 or any other material, in any amount, which is regulated under Federal or State law.

*Recyclable Material or Recyclables* shall mean material that has been recovered or diverted from the non-hazardous waste stream for purposes of reuse, recycling, or reclamation, a

substantial portion of which is consistently used in the manufacture of products that may otherwise be produced using raw or virgin materials. Recyclable Material is not solid waste. However, Recyclable Material may become Solid Waste at such time, if any, as it is abandoned or disposed of rather than recycled, whereupon it will be solid waste, with respect to the party actually abandoning or disposing of such material. The contractor will not dispose of such Recyclable Materials at the disposal site and will deliver Recyclable Materials to an appropriate recycling facility.

*Recycle or Recycling* shall mean the collection, separation, recovery and sale or reuse of metals, paper, plastics and other materials which would otherwise be disposed or processed as municipal waste or the mechanized separation and treatment of municipal waste and creation and recovery of reusable materials other than a fuel for the operation of energy.

*Recycling Container* shall mean recycling services generally provided to Single Family Structures. Recyclables Materials are placed by customers at curbside for collection.

*Residential Unit* shall mean a residential dwelling 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.

*Solid Waste* shall mean garbage, rubbish, refuse, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include: a) Solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26; b) Solid, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvement; c) Waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, S91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is hazardous waste as defined by the administrator of the EPA under the federal Solid Waste Disposal Act, as amended by RCRA, as amended (42 USC, SS6901 et seq.), or d) Unacceptable Waste.

*Special Collection* shall mean a fee-based collection available to a resident to collect Brush & Bulk Waste Materials that are in excess of the two (2) cubic yard weekly limit. The maximum volume to be collected as a "special collection" shall not exceed ten (10) cubic yards and excludes Construction and Demolition and any other materials that are too heavy for manual collection by the Contractor.

**Sec. 36-2. – Littering Prohibited.**

It shall be unlawful for any person to throw, drop, cast or deposit upon any street, alley, sidewalk or any yard or premises, public or private, any filth of any kind, including but not limited to garbage, trash or cans, paper, paper containers, rubbish, trees limbs, grass cuttings, bottles or any other form of litter or waste material.

**Sec. 36-3. – Enforcement.**

The City Manager or appointed designee is hereby authorized to enforce such rules and regulations as are established by the City Council and to make all necessary inspections and investigations to see that the terms of this chapter are being fulfilled.

**Sec. 36-4. – Unlawful Deposits.**

It shall be unlawful for any person to dump, unload, discharge, or in any manner place or cause to be placed any garbage, trash, or other waste materials of any kind or description whatsoever on any lot, tract or parcel of land located within the city limits, except at designated collection locations which are to be serviced by designated contractor.

**Sec. 36-5. – Unlawful Collection.**

No person, except an authorized Contractor and/or employee of the City shall collect or empty Residential, Commercial or Industrial Solid Waste or convey or transport Solid Waste on the streets, alleys or easements of the City, except as previously provided in this chapter or with prior approval; provided, however, this provision does not prohibit persons or businesses with their own equipment from hauling, on a temporary basis, their own Solid Waste and/or debris from their own lot clearing, construction or demolition operations in the City.

**Sec. 36-6 – Disposal of Heavy or Dangerous Accumulations.**

Heavy or dangerous accumulations such as, but not limited to, brick, broken concrete, lumber, timbers, ashes, cinders, dirt, plaster, sand or gravel, automotive frames, bodies or chassis, or parts thereof, dead trees, door and window frames, gasoline or electric motors and engines, explosives, fireworks, ammunition, bottled acids or corrosive chemicals, and other bulky, heavy, or dangerous materials shall not be collected by the Contractor, but shall be disposed of at the expense of the owner thereof, or the person controlling same.

**Secs. 36-7 – 36-26. – Reserved.**

## **ARTICLE II. – COLLECTION**

### **DIVISION I. – GENERAL PROVISIONS**

#### **Sec. 36-27. – Accumulation Prohibited.**

It shall be unlawful for any person to accumulate or allow accumulation of any garbage or refuse within the City.

#### **Sec. 36-28. – Applicability.**

The provisions of this article shall apply to all territories within the corporate city limits.

#### **Sec. 36-29. – Collection by City Only.**

The collection and disposal of Solid Waste, Bulky Waste and Recycling shall be completed by the City or a designated Contractor. Private or individual collection and disposal of garbage is prohibited, except as may be expressly authorized in this chapter. It shall be unlawful for any person to collect, pick up, or otherwise dispose of any Solid Waste, Bulky Waste or Recycling within the City without first obtaining a written permit therefore granted by City Council.

#### **Sec. 36-30. – General Disposal.**

It shall be the duty of every person in charge of premises, including multiunit dwellings, within the City, to prepare the Solid Waste, Bulky Waste and Recycling from such premises and timely place at the designated Collection Location for collection by the designated Contractor in accordance with the terms and conditions of this article.

#### **Sec. 36-31. – Proper Preparation and Collection Locations.**

The designated Contractor will not collect any Solid Waste, Bulky Waste and Recycling where it is not prepared for collection or placed in the designated Collection Location, as designated by the terms of this chapter. Failure to comply with this provision will be an offense, and each day's failure to comply with same shall constitute a separate offense.

#### **Sec. 36-32. – Refusal to Collect.**

Contractor shall not collect Solid Waste, Recycling, Brush and/or Bulky Waste, where such accumulation is not prepared for collection and placed in accordance with the divisions of this chapter. The Contractor's failure to collect shall not excuse the violation of any provision of these divisions or of any other City Ordinance.



**Sec. 36-33. – Pilfering and Tampering.**

It shall be unlawful for any person to tamper with Solid Waste and Recycling Containers including Bags, Carts for Solid Waste and/or Recycling, and Bins/Dumpsters, or to pilfer or scatter the contents thereof on any city street, alley or easement.

**Sec. 36-34. Charges for Services.**

- a.) There shall be a monthly service charge assessed for the collection and disposal of Solid Waste, Bulky Waste and/or Recycling within the City as currently established in the Master Fee Schedule or as hereafter adopted by the City Council from time to time and on file in the Office of the City Secretary.
- b.) All Residential and Commercial Units with an active utility account are required to maintain Solid Waste and/or Recycling services.

**Sec. 36-35. Storage.**

Containers shall be collected on collection day and storage must not be visible from the roadway.

**Secs. 36-36 – 36-39. – Reserved.**

**ARTICLE III. – RESIDENTIAL COLLECTION**

**DIVISION I. – PROVISIONS**

**Sec. 36-40. – Collection of Charges.**

- a.) Fees and/or charges for the collection and removal of Solid Waste, Bulky Waste and/or Recycling for the Residential Units shall be billed with and paid in the same manner as billing for utility services rendered by the City.
- b.) All charges for services under this chapter shall be due and payable by 4:00 PM CST, on the last business day of the month; provided, however that if such due date shall fall on a legal holiday observed by the City, bill shall be due and payable by the business day before.
- c.) Services shall be discontinued if payment is not received by the tenth day of the following month, and services shall not be resumed until all charges have been paid in full.

**Sec. 36-41. – Collection Schedule.**

Residential Units shall receive Solid Waste collection twice per week and Recycling, Brush and Bulky Waste collection shall be collected once per week according to a schedule to be determined by the City Manager or designee.

**Sec. 36-42. – Residential Solid Waste and Recycling.**

- a.) Containers or Bags shall be placed out for collection at the designated Collection Location no later than 7:00 AM CST on collection day.
- b.) Containers and Bags shall not be placed out for collection before 5:00 PM CST the day before collection and shall be removed no later than 10:00 PM CST on collection day.

**Sec. 36-43. – Citizens Assistance Program.**

Contractor shall provide special provisions for those Residential Units that are physically unable to place their Containers or Bags in the required Collection Location in accordance with the Citizens Assistance Program (CAP).

**Sec. 36-44. – Responsibility.**

Bags placed out for collection are the responsibility of the Residential Unit therefore removal of the scattered contents due to damage is the responsibility of the Residential Unit.

**Sec. 36-45. – Right to Reject Excluded Waste.**

If Excluded Waste is set out by a Residential Unit for collection, Contractor may, in its sole discretion, reject such waste. Contractor shall leave a printed explanation notice for the Residential Unit to explain why the waste was not collected.

**Sec. 36-46 – 36-54. – Reserved.**

**DIVISION II. – BAG SERVICE**

**Sec. 36-55. – Bag Collection.**

- a.) Residential Units utilizing bags for Solid Waste collection shall be placed at the designated Collection Location and shall not exceed 40 pounds per bag and 100 gallons per collection.
- b.) Bags placed out for collection shall be properly secured as to prevent scattering of the contents to any City street, alley, easement or neighboring property.

### **Sec. 36-56. – Placement of Bags.**

Solid Waste shall be placed in properly secured Bags and placed at the curb of the street, readily accessible to the collection vehicles. In the event there is no curb, the City Manager or designee will designate the Collection Location. The Contractor shall not make collection of Solid Waste where it is not properly prepared for collection and/or placed at designated Collection Location as defined by the chapter.

### **DIVISION III. – CART SERVICE**

#### **Sec. 36-57. – General Provisions.**

- a.) At the request of the Residential Unit, the Contractor shall provide each Residential Unit with a Container for the disposal of accumulated Solid Waste. Residential Units are only allowed to utilize the Container for disposal of Solid Waste, no additional boxes, bags and/or other disposable containers may be utilized outside of the Container, unless accumulation is considered Bulky Waste.
- b.) Each Residential Unit may request, at their own expense, additional Containers for the collection of Solid Waste.
- c.) All residential Solid Waste and Recycling must be placed in approved Containers except as noted within this chapter, with a limit not to exceed 100 gallons per collection day.
- d.) All loose trash accumulations shall be deposited in Containers as specified in subsection (a) of this section and placed for collection at the designated Collection Location.
- e.) Containers placed out for collection are the responsibility of the Residential Unit therefore removal of the scattered contents due to damage is the responsibility of the Residential Unit.
- f.) Container lids or covers shall at all times be kept closed in order to prevent access to the contents of the Container, and such lids or covers shall only be opened while the Containers are being filled or emptied.
- g.) Containers must be retrieved following collection, as defined by this chapter, and properly stored.

#### **Sec. 36-58. – Placement of Containers.**

- a.) Solid Waste shall be placed in approved Containers and placed at the curb of the street, readily accessible to the collection vehicles. In the event there is no curb, the City Manager or designee will designate the Collection Location for containers. The

Contractor shall not make collection of Solid Waste where it is not properly prepared for collection and/or placed at designated Collection Location as defined by this chapter.

- b.) Containers shall have a minimum of three (3) foot clearance on each side to ensure adequate space for retrieval.
- c.) Containers shall be placed securely at designated Collection Locations to avoid tipping or falling and prevent scattering of contents into the City Street, alley, easement or neighboring property.

#### **DIVISION IV. – RECYCLING**

##### **Sec. 36-59. – General Provisions.**

- a.) Containers must be retrieved following collection, as defined by this chapter, and properly stored.
- b.) All accumulations shall be deposited in Containers, no loose accumulation or additional Containers are permitted unless provided by Contractor.

##### **Sec. 36-60. – Bin Collection.**

- a.) At the request of the Residential Unit, the Contractor shall provide each unit with an 18 gallon Bin for Recycling for the collection of Recyclable Material.
- b.) Residential Units are only allowed to utilize the provided Container for the collection of recyclables, no additional boxes, bags and/or other disposable containers may be utilized.

##### **Sec. 36-61. - Cart Collection.**

- a.) At the request of the Residential Unit, the Contractor shall provide each unit with 65 or 95 gallon Cart for Recycling for the collection of Recyclable Material. Residential Units are only allowed to utilize the provided Container for the collection of Recyclables, no additional boxes, bags and/or other disposable containers may be utilized outside of the Poly Cart, unless accumulation is considered Bulky Waste.
- b.) Each Residential Unit may request, at their own expense, additional Containers for the collection of Recycling.

##### **Sec. 36-62. – Placement of Containers.**

- a.) Recycling shall be placed in approved Containers and placed at the curb of the street, readily accessible to the collection vehicles. In the event there is no curb, the City Manager or designee will designate the Collection Location for containers. The

Contractor shall not make collection of Solid Waste where it is not properly prepared for collection and/or placed at designated Collection Location as defined by the chapter.

- b.) Cart for Recycling shall have a minimum of three (3) foot clearance on each side to ensure adequate space for retrieval.

## **DIVISION V. – BRUSH.**

### **Sec. 36-63. General Provisions**

- a.) Residential Units shall bundle brush and tree limbs no larger than four (4) feet in length and four inches (4”) in diameter, and bundled in a pile not to exceed four feet (4’) in height and shall not be in excess of two (2) cubic yards per collection.
- b.) Tree limbs larger than four inches (4”) in diameter shall be considered Excluded Waste.
- c.) Brush in excess of two (2) cubic yards shall be considered a Special Collection and will require service request from the Residential Unit.

### **Sec. 36-64. Special Collections.**

- a.) Fee-based collection shall be made available to a Residential Unit for Brush that is in excess of two (2) cubic yard weekly limit.
- b.) The maximum volume to be collected as a “Special Collection” shall not exceed ten (10) cubic yards and excludes construction, demolition and debris materials that are too heavy for manual collection by the crew.

### **Sec. 36-65. Collection Location.**

- a.) Placement for Brush for collection shall be placed in accordance with the designated Collection Location.
- b.) Brush shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or impeding the flow of storm water.

## **DIVISION VI. – BULKY WASTE**

### **Sec. 36-66. – Provisions**

- a.) Bulky Waste must be acceptable for disposal at a Type I municipal solid waste landfill.

- b.) Appliances shall only be collected and disposed of by Contractor if they have been certified by an authorized technician as having been drained of CFCs/Freon and fluids.

**Sec. 36-67. – Special Collections.**

- a.) Fee-based collection shall be made available to a Residential Unit for Bulky Waste that is in excess of two (2) cubic yard weekly limit.
- b.) The maximum volume to be collected as a “special collection” shall not exceed ten (10) cubic yards and excludes Construction, Demolition and Debris materials that are too heavy for manual collection by the crew.

**Sec. 36-68. Collection Location.**

- a.) Placement for Bulky Waste for collection shall be placed in accordance with the designated Collection Location.
- b.) Bulky Waste shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians or impeding the flow of storm water.

**Sec. 36-69 – 36-74. – Reserved**

**ARTICLE IV. – COMMERCIAL COLLECTION**

**DIVISION I. – PROVISIONS**

**Sec. 36-75. – Collection of Charges.**

- a.) Charges for the collection and removal of Solid Waste and/or Carts for Recycling for Commercial Units shall be billed with and paid in the same manner as billing for Utility Services rendered by the City.
- b.) All charges for services under this chapter shall be due and payable by 4:00 PM CST, on the last business day of the month; provided, however that if such due date shall fall on a legal holiday observed by the City, bill shall be due and payable by the business day before.
- c.) Services shall be discontinued if payment is not received by the tenth day of the following month, and services shall not be resumed until all charges have been paid in full.
- d.) Commercial Unit is responsible for any damage or theft to Container including, but not limited to, cost of replacement for Container.

**Sec. 36-76. – Collection Schedule.**

- a.) Commercial Units shall receive scheduled Solid Waste collection not to exceed six (6) collections per week, unless additional collections are requested.
  - i. Commercial Units generating putrescible Solid Waste shall receive a minimum of twice a week collection.
- b.) Recycling collection (poly carts only) shall be collected once per week according to a schedule to be determined by the City Manager or designee.

**Sec. 36-77. –Commercial Solid Waste and/or Recycling.**

- a.) All Commercial Units shall place Solid Waste and Recycling in approved Containers, except as noted within this chapter.
- b.) All Commercial/ Industrial Waste must be placed in Containers with a limit not to exceed the capacity of the closed Container.
  - i. Should a Container exceed the capacity of the Container, a request will be made to the Commercial Unit to adjust the capacity for safety and compliance.
- c.) Containers shall be placed out for collection at the designated Collection Location no later 7:00 AM CST on collection day, and Containers must be retrieved following collection, as defined by this chapter, and properly stored.
- d.) Containers, including enclosures, must be accessible at all times to Contractor.

**Sec. 36-78. – Commercial Containers and Enclosures.**

All new Commercial Units, units with a change of use and/or units requesting a change in Solid Waste service, must adhere to section 50-115 of the Code of Ordinances.

**Sec. 36-79. – Responsibility.**

Containers placed out for collection are the responsibility of the Commercial Unit therefore removal of the scattered contents due to damage is the responsibility of the Commercial Unit.

**Sec. 36-80 – Unlawful Deposits.**

Containers shall only be used by those Commercial Units paying for such use. It shall be unlawful for any person to utilize a Container furnished by Contractor and further shall be unlawful to remove the contents thereof. However, this shall not apply to the owner or occupant of the Commercial Unit which such Container has been furnished, nor to their employees.

**Sec. 36-81. – Right to Reject Excluded Waste.**

If Excluded Waste is set out by a Commercial Unit for collection, Contractor may, in its sole discretion, reject such waste. Contractor shall leave a printed explanation notice for the Commercial Unit to explain why the waste was not collected.

**Sec. 36-82. – Unlawful Use of Containers.**

It shall be unlawful to make a fire or burn any material in a Container furnished by Contractor or to paint or mark upon same, or to place any posted, placket or sign upon same.

**Sec. 36-83. – Accumulation of Solid Waste around Container.**

It shall be unlawful for Commercial Unit owner or occupant to allow accumulation of garbage or trash around Containers or in the vicinity of such Container and it shall be their responsibility to place all garbage and trash in such Container. The use of any other system or Container for collection when service is provided other than as set forth in the section shall be unlawful.

**DIVISION II. –BINS/ DUMPSTERS****Sec. 36-84. – General Provisions.**

- a.) Lids and doors of all Bins/Dumpsters and enclosures shall be kept closed at all times except when the Container is being filled or emptied.
- b.) Empty boxes shall be flattened before being placed in Container.
- c.) A key shall be provided to Contractor for any lock provided by the Commercial Unit for access to the Container.

**DIVISION III. – COMPACTOR UNIT****Sec. 36-85. – General Provisions.**

The Commercial Unit may contract with a Contractor of their choice for the rental of the Compactor Unit. Commercial Unit must utilize the authorized Contractor for collection service.



## **DIVISION IV. – ROLL-OFF**

### **Sec. 36-86. General Provisions.**

- a.) Customer seeking permanent and/or temporary Roll-Off Containers for Special Collections of Bulky Waste, construction demolition and debris or other Solid Waste material that is not eligible to be placed in Bin/Dumpster shall establish an account for Roll-Off services with the authorized Contractor.
- b.) All billing for Roll-Off Containers will be processed by the Contractor with payment to be made to Contractor by the payment date reflected on invoice.

## **DIVISION V. – RECYCLING**

### **Sec. 36-87. General Provisions.**

Commercial Units are permitted to utilize any third party vendor for commercial recycling service.