

TOWN OF FAIRVIEW, TEXAS

ORDINANCE NO. 2016-21

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF FAIRVIEW, TEXAS, AMENDING ARTICLE 13.02, "SOLID WASTE," OF THE FAIRVIEW CODE OF ORDINANCES, BY AMENDING DIVISION 2, "COLLECTION AND DISPOSAL", AS HERETOFORE AMENDED; PROVIDING A SAVING CLAUSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Town of Fairview ("Town") and Republic Services ("Contractor") entered into a certain Agreement dated on or about July 11, 2006, pursuant to which Contractor agreed to provide waste collection and disposal services.

WHEREAS, the Agreement, pursuant to provisions in Section 9 – Term, was automatically renewed from April 30, 2011 to September 30, 2016.

WHEREAS, Section 9 – Term provided that the Agreement may be extended for an additional five (5) year term upon the written, mutual agreement of both parties.

WHEREAS, the Town and the Contractor agreed upon revised certain terms and conditions in the extended Agreement approved by the Council subject to form on August 2, 2016.

WHEREAS, the Town Council needs to amend Article 13.02 "Solid Waste" of the Fairview Code of Ordinances to reflect the first amendment to the agreement with Contractor.

BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF FAIRVIEW, TEXAS:

Section 1. That Section 13.02.032, "Definitions" be amended to hereafter read as follows:

Brush. Tree and shrub trimmings, which are not easily placed in disposable containers.

Bulky waste. Stoves, refrigerators, water tanks, washing machines, furniture, construction debris and other waste materials generated from a residential unit only, other than dead animals, hazardous waste, or stable matter with weights or volumes greater than those allowed for the applicable bins or poly carts. Customer shall be responsible for the proper removal of refrigerants and other hazardous wastes from bulky waste and shall properly tag bulky waste as being free of refrigerants and other hazardous wastes prior to removal by contractor.

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

Commercial Unit. Any structure or business other than residential, including without limitation hotels, motels, restaurants, structures containing more than four (4) dwellings, residential care facilities, and industrial structures.

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

Contractor. Allied Waste Systems, Inc., a Delaware corporation and its successor(s) and/or affiliates under the "Waste Collection and Disposal Agreement" with the town.

Curbside service. Garbage, trash and recyclable materials to be picked up by contractor, which will be located at the curbside of the street bearing the customer's address.

Customer. An occupant of a residential, commercial or industrial unit where refuse is generated, except that this definition does not include persons that generate solely construction debris.

Commercial Customer. A customer that generates refuse at any premises that is not a residential unit, but does not include persons that generate solely construction debris.

Dead animal. 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.

Disposable containers. Any plastic bag or cardboard box with a capacity or volume of thirty (30) gallons or less and which if capable of containing garbage or trash without leaking remitting odors, and which weights, when loaded, less than fifty (50) pounds.

Garbage. Any and all dead animals of less than ten (10) pounds in weight, except for those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other mater) 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 mater (including, but not by way of limitation, used tin cans and other food containers; and all putrescent or easily decomposable waste animal or vegetable mater, 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.

Handicapped customers. A residential household in which all members of the household are physically handicapped to the extent that they are unable to place garbage at curbside. The fact of such handicap must be certified to contractor by the Town Manager.

Hazardous waste. Solid waste, in any amount, identified or listed as hazardous waste by the administrator of the United States Environmental Protection Agency under the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act (42 U.S.C. Section 6901), 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. This includes motor oil, gasoline, paint and paint cans.

Landfill. A facility used by contractor where trash and garbage are disposed of by burying between layers of earth.

Permanent containers. Closed, waterproof, plastic containers with a capacity of ninety-five (95) gallons provided by contractor for containing garbage or trash. Contractor shall be entitled to charge the customer \$75.00 replacement cost for each permanent container that is lost, stolen, destroyed or requested after a residential customer is initially provided a permanent container.

Recyclable materials. Material that has been recovered or diverted from the nonhazardous waste stream for the purpose of reuse, recycling, or reclamation, including, but not limited to, newspapers (including glossy inserts); plastic jugs and bottles; aluminum and metal cans; and glass food and beverage containers.

Recycling container. A plastic receptacle, designed for the purpose of curbside collection of recycling commodities, with a capacity of ninety-five (95) gallons provided by contractor. Contractor shall be entitled to charge the customer \$75.00 replacement cost for each recycling container that is lost, stolen, destroyed or requested after a residential customer is initially provided a recycling container. If contractor begins providing recycling services under this agreement, residential customers may obtain at no charge two recycling containers for their use.

Refuse. Residential or commercial refuse, bulky waste, construction debris and stable matter generated at a residential unit, unless the context requires otherwise.

Residential or Commercial Refuse. All Garbage and rubbish generated by a customer at a residential or commercial unit.

Residential Unit. Residential is a dwelling within the corporate limits of the Town 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, 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. All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed mater, 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 sweeping, glass mineral or metallic substances, and any and all other waste materials not included in the definition of bulky waste, construction debris, dead animals, garbage, hazardous waste or stable matter.

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.

Town. The Town of Fairview, Texas, a municipal corporation of Collin County, Texas.

Trash. All household refuse other than garbage, debris, brush and bulky wastes; trash shall include grass, yard clippings, weeds, heavy accumulation of newspapers and magazines, recyclable materials, old clothes, and other household trash of the like kind, but shall not include hazardous waste or special waste.

Section 2. That Section 13.02.033, "Mandatory collection" of the Fairview Code of Ordinances, is hereby amended to hereafter read as follows:

The town's contractor has exclusive rights to engage in the business of collection and disposing of residential, commercial and industrial garbage, trash, rubbish, debris, other refuse and residential recyclable materials, brush, and bulky waste within the corporate limits of the town. The exclusivity granted to the contractor includes commercial and industrial customers, except where the contractor stipulates they will not pursue such customers, as approved by the Town. This exclusivity does not include commercial or industrial recyclable materials, commercial or industrial accounts for which the contractor receives a release from the town, or construction debris. Construction debris or other trash resulting from construction, major remodeling, general cleanup of property, or resulting from sizable amounts of trash and debris being cleared in preparation for construction will be removed by the property owner at their expense using their own crew or removal may be individually negotiated between the property owner and the contractor. Should the contractor for town waste collection and disposal services not be used for these services, a permit hauling fee would need to be paid to the town in the amount of \$100.00 at the time of building permit.

All owners, lessees, or persons in possession of residential, commercial or industrial property within the corporate limits of the town shall be required to use the garbage control disposal service offered directly by the town or through an authorized independent franchisee, including a curbside recycling service provided by the town through its recycling franchisee, utilizing only approved containers provided by the town's franchisee. Should a resident want to discontinue their waste collection and disposal services due to traveling for six months or more consecutively, the resident may request this option only after their water and wastewater (if applicable) services have been discontinued as well. This would require the contractor to recover the provided poly cart containers prior to discontinuing services. Once the resident returns to the town after traveling all services collectively, including waste collections and disposal services, water service, and wastewater service (if applicable), may be re-activated. Upon payment of any utility connection fees, the necessary poly carts would be provided by the contractor.

Section 3. That Section 13.02.034, "Charges generally; collection regulations" of the Fairview Code of Ordinances, is hereby amended in subsections a, b; to hereafter read as follows:

(a) Residential monthly charges; collection regulations.

(1) A charge of \$17.70 per month plus sales tax shall be made to each residential water customer of the town. This monthly charge shall include collection & disposal services weekly, once a month brush/bulk pickup, recycling services weekly, and town administrative fee.

(2) A "senior rate" charge of \$16.45 per month plus sales tax shall be made to each residential water customer of the town. This monthly charge shall include collection & disposal services weekly, once a month brush/bulk pickup, recycling services weekly, and town administrative fee.

(A) A residential water customer account holder of the town may receive the "senior rate" once they provide a valid document verifying an occupant of the residence is age sixty-five (65) or over. Valid documents could include a driver's license, passport or other government issued document identifying the occupant's date of birth and current address.

(3) A special "carry out" charge shall apply to those residents requesting contractor to recover weekly trash and recycling carts at the residents "backdoor" instead of at the resident's curb.

(A) A charge of \$17.70 per month plus sales tax shall be made to handicapped customers. This monthly charge shall include "backdoor" collection & disposal services weekly, once a month curbside brush/bulk pickup, "backdoor" recycling services weekly, and town administrative fee.

(B) A charge of \$28.20 per month plus sales tax shall be made to non-handicapped customers. This monthly charge shall include "backdoor" collection & disposal services weekly, once a month curbside brush/bulk pickup, "backdoor" recycling services weekly, and town administrative fee.

(4) A penalty of 10% or \$100, whichever is greater, shall be assessed on any utility bill not paid within fifteen (15) days after its bill date.

(5) Garbage service shall be limited to poly-cart collection once per week on a regularly scheduled service day.

(A) The only waste that will be picked up will be household waste, grass clippings, leaves and similar yard waste placed in a container provided by the contractor.

(B) A single cart will be provided for no charge. An extra cart may be requested at a cost of \$6.32 per month for weekly collections. An extra cart for "carry

out" services may be requested at a cost of \$9.41 per month for weekly collections.

- (C) Such carts shall remain the property of the contractor.
 - (D) Customers will be charged a replacement fee of \$75.00 for each lost cart.
 - (E) An additional cart for recyclable materials may be requested at no additional charge.
 - (F) No collections will be made on Sundays. Contractor shall be exempt from making collections on the following holidays: New Year's Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day, and Christmas Day. Contractor may decide to observe any or all of the above-mentioned holidays by suspension of collection service on the holiday, but contractor shall continue with its other regularly scheduled collections during such holiday weeks, and shall provide collection services on an alternative day of the same holiday week for any collection service suspended.
- (6) All residents shall receive brush, bulky wastes and/or bundle collections once per month, not to exceed twelve (12) cubic yards per collection, unless otherwise specified.
 - (7) Contractor shall not be obligated to pick up hazardous waste including, but not limited to, refrigeration appliances that have not had CFC's removed by a certified technician, tires, automobile/vehicle batteries, petroleum products, paints and other chemicals and solvent identified as hazardous by the U.S. Environmental Protection Agency.
 - (8) Additional curbside collection shall be provided upon request by resident, of residential items which are not disposed of during normal residential pickup or are in excess of the twelve (12) cubic yard collection limit for normal residential pickup. This special bulk and brush pickup will be charged \$95.00 per hour with a one-hour minimum.
 - (9) Sand, gravel, dirt, petroleum products or filters, carpeting, construction materials and debris, hazardous or toxic waste, auto parts, fencing, rock, and human or animal waste are excluded from this service, and shall be the responsibility of the customer.
 - (10) Town will bill residential customers the monthly charges as part of their water, sewer (if applicable) and stormwater (if applicable) bill.
- (b) Commercial and industrial charges.
- (1) Commercial service charges: Front Load

SIZE	1X	2X	3X	4X	5X	6X	EXTRA
Commercial hand collect 95 Gallon (2 Carts)	\$35.81	\$66.53					\$10.00 per additional cart
2 Yard	\$71.93	\$133.07					\$50.00
4 Yard	\$102.17	\$191.12	\$278.13	\$354.00			\$75.00
6 Yard	\$126.16	\$236.28	\$337.81	\$515.05			\$125.00
8 Yard	\$168.62	\$275.00	\$375.00	\$475.00	\$525.00	\$650.00	\$125.00

(2) Caster and Locks.

(A) \$3.50 per caster, per month

(B) \$1.34 per lock, per month

(C) \$1.34 per gate, per month

(3) Excess trash on ground or overloaded containers charged at \$37.50 per yard

(4) Delivery fees \$125.00

(5) Exchange fees \$200.00

(6) Relocate or removal \$125.00

(7) Contractor will bill commercial and industrial customers directly. All commercial and industrial customers will be billed a 5% franchise fee included on each bill issued by the contractor.

(8) Industrial service charges include: 20 and 30 yard open top units for business and construction, compactor unit sizes on a per customer basis, five (5) percent franchise fees on all industrial loads; haul rate, disposal rate and rental charges negotiated with customer at time of services.

(c) The charges noted in Section 13.02.034 subsection (a) and (b) shall increase every year automatically on October 1st by an amount equal to three (3) percent until the expiration of the Agreement between the town and contractor on September 30, 2021.

Section 4. That Section 13.02.035 "Charge for pickup of recyclables" of the Fairview Code of Ordinances, is hereby deleted and reserved.

Section 5. That the sections, paragraphs, sentences, phrases, clauses and words of this ordinance are severable, and if any section, paragraph, sentence, phrase, clause or word in

this ordinance or application thereof to any person, firm or corporation, or to any circumstance is held invalid or unconstitutional by a Court of competent jurisdiction, such holding shall not affect the validity of the remaining portions of this ordinance, and the Town Council hereby declares that it would have adopted such remaining portions of this ordinance despite such invalidity, which remaining portions shall remain in full force and effect.

Section 6. That this ordinance shall take effect on October 1, 2016, and it is accordingly so ordained.

PASSED AND APPROVED BY THE TOWN COUNCIL OF THE TOWN OF FAIRVIEW, TEXAS, this 6th day of September 2016.



Darion Culbertson, Mayor
Town of Fairview, Texas

ATTEST:

Elizabeth Cappon, Town Secretary
Town of Fairview, Texas



APPROVED AS TO FORM:

Clark McCoy, Town Attorney