

ORDINANCE NO. 2014-9-2- 4

**AN ORDINANCE OF THE VILLAGE OF VINTON, TEXAS, AMENDING
ORDINANCE 2010-4-20-4, PROVIDING RULES, REGULATIONS AND
REQUIREMENTS FOR SOLID WASTE COLLECTION SERVICES WITHIN
THE VILLAGE; PROVIDING SEVERABILITY, EFFECTIVE DATE AND
OPEN MEETINGS CLAUSES.**

Whereas, it is essential to the protection of the public health and environmental resources of the Village of Vinton, Texas (the "Village") that all occupied property within the Village dispose of solid waste and refuse in a manner to conform with state law; and

Whereas, the Village offers optional solid waste collection and disposal services to all residences and small businesses within the Village;

NOW, THEREFORE, BE IT ORDAINED BY THE VILLAGE COUNCIL OF THE VILLAGE OF VINTON, TEXAS, THAT:

Article I. Authority, Purpose, Findings of Fact, and Definitions.

Section 1. Authority. This ordinance is adopted pursuant to the police powers and authority given general law cities by the constitution, codes and general laws of the State of Texas, including but not limited to Chapter 51 of the Texas Local Government Code and Chapters 363 and 364 of the Health and Safety Code.

Section 2. Purpose. The purpose of this ordinance is to provide for public health and general welfare, the efficient and effective provision of Village services and the protection of the environment and natural resources of the community. From and after the passage of this ordinance all residential and small business occupancies within the Village desiring sanitation service shall conform to the following rules and regulations.

Section 3. Findings of Fact. The findings and recitations set out in the preamble of this Ordinance are found to be true and correct and they are hereby adopted by the Village Council.

Section 4. Definitions. For the purposes of this ordinance, the following terms, phrases, and words shall have the meaning ascribed to them in this section.

- (a) **Bulky Waste** – Stoves, refrigerators, water tanks, washing machines, furniture, used and discarded mattresses and other waste materials other than Construction Debris, Dead Animals, Hazardous Waste or Stable Matter with weights or volumes greater than those allowed for Carts.
- (b) **Bundle** – Tree and shrub trimmings or newspaper and magazines securely tied together forming an easily handled package not exceeding three feet in length and 40 lbs. in weight.
- (c) **Cart** – Shall mean a plastic wheeled cart designed to store Residential Refuse.
- (d) **Village** – Shall mean the Village of Vinton, Texas.

- (e) **Village's Contractor or Operator** – Shall mean the firm which the Village has contracted to operate the Village's solid waste collection and disposal services.
- (f) **Commercial and Industrial Unit** – Shall mean any premises or entities, public or private, within the municipal limits of the Village not a Residential Unit. Commercial and Industrial Units must comply with **Ordinance No. 094-143** requiring the acquisition and maintenance of dumpsters for business trash; and **Ordinance No. 096-02** regulating businesses that utilize toxic and dangerous chemicals and materials.
- (g) **Construction Debris** – Shall mean waste building materials resulting from construction and disposal under contract with the Village.
- (h) **Customer** – Shall mean any person, firm or corporation receiving Village garbage services for a Residential or Commercial Unit within the Village.
- (i) **Garbage** – Shall mean accumulation of solid waste, including food containers and decomposition of animal or vegetable matter, which is likely to attract flies or rodents; except any matter included in the definition of Bulky Waste, Construction Debris, Dead Animals, Hazardous Waste, Rubbish or Stable Matter.
- (j) **Hazardous Waste** – Shall mean 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, including motor oil, gasoline, paint and paint cans.
- (k) **Refuse** – Shall mean Residential Refuse, Bulky Waste, Construction Debris and Stable Matter generated at Residential Unit, unless the context otherwise requires, and Commercial and Industrial Refuse.
- (l) **Residential Unit** – Shall mean a dwelling within the municipal limits or service area of the Village intended for occupancy by a person or group of persons comprising not more than one family.
- (m) **Rubbish** – Shall mean any waste wood, grass, plant, weed, leaf, tree, or matter consisting thereof; or printed matter, straw, used and discarded clothing or shoes, and other products used for packaging, 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.
- (n) **Small business** – For the purpose of this ordinance, shall mean a business whose trash, garbage and refuse volume can be handled by the use of a wheeled Cart.
- (o) **Stable Matter** – Shall mean manure and other wasted matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping thereof.

Article II. Procedures for Service.

Section 1. Application for Services. Each prospective customer desiring garbage collection service shall provide the appropriate information for billing purposes in order to obtain such service and shall pay the applicable new service fee and monthly charges. The Village reserves the right to determine and amend all fees and monthly charge amounts as needed.

(a) **New Service Fee.** All new customers shall be required to pay a New Service Fee to begin garbage collection services.

(b) **Name, Identification, and Address Verification.** All customers requesting garbage collection service shall personally sign the application for services and provide verification of name, social security number or government issued identification number, and current address for billing.

Article III. Billing and Termination of Services.

Section 1. Billing and Payment for Services. Bills for solid waste services will be mailed during the last week of each month for services to be provided during the following month.

(a) **Billing Date.** The billing date shall be the date of mailing and the failure of the Customer to receive any such bill shall in no way relieve the Customer of the duty to pay on or before the due date for services.

(b) **Due Date.** All bills for solid waste collection services are due on or before the first (1st) day of each month for which services are provided.

(c) **Grace Period.** Late payments will be accepted without penalty if received by the 15th of the month for which service is provided. If the 15th falls on a weekend or holiday, the following business day shall constitute the grace period deadline.

Section 2. Late Charge. If payment on an account is not made by the grace period deadline, the Village shall charge a Late Fee.

Section 3. Termination of Service and Charges for Reinstatement.

(a) **Termination for Delinquency.** The Village shall have the right to and may terminate solid waste collection services to any Customer after an account becomes delinquent. An account is considered delinquent after 30 days of Non-Payment from the due date.

(b) **Reinstatement of Delinquent Accounts.** No customer may establish a new account that has a delinquent account without first paying all outstanding deficiencies in addition to the reinstatement fee.

(i) Any residence or property where services are requested to be provided where a deficient account exists shall not be reinstated in a different name unless the person whose name the account was previously billed to is no longer an occupant of the residence or property.

(ii) No customer may transfer service from his or her current address to a new address while still owing an outstanding balance. Any previous account must be completely paid off before service can be transferred.

(iii) New owners or residents of a property shall not be made responsible for the delinquent account of a prior resident who has vacated the premises.

Section 4. Minors. No account may be held in the name of a person who is under the age of eighteen (18) unless the minor requesting services provides adequate evidence that the he or she has been emancipated through marriage or other legal means.

Section 5. Collection of delinquent accounts by a third-party agency.

(a) **Delinquent account collection.** An account that is delinquent after 30 days of Non-Payment from the due date may be referred to a third-party collection agency for the purpose of collecting outstanding balances on the account, including monthly charges and late fees.

Article IV. Voluntary Solid Waste Collection.

Section 1. Residential Service. The following rules, regulations and provisions shall, in addition to other applicable provisions of this Ordinance, govern the provision of solid waste services to Residential Units.

(a) **Residential Units.** Every Residential Unit within the municipal limits of the Village is urged to utilize garbage collection and disposal services provided under contract by the Village when such Residential Unit is occupied.

(b) **Curbside Service.** The Contractor shall provide curbside collection service for the collection of garbage Carts of Residential Refuse to each Residential Unit desiring service one (1) time per week. Customers must place Cart at curbside by 6 a.m. on the designated collection day. In addition to the scheduled weekly collection of Residential Refuse, the Village periodically provides special collection of Bundles, Bulky Waste, Construction Debris, Dead Animals and Hazardous Waste at designated sites.

(c) **Cart Placement at Curb.** Each Cart for collection shall be placed at curbside for collection. Curbside refers to that portion of the right-of-way adjacent to paved or traveled Village roadways with placement as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

(d) **Hours of Operation.** Collection of Residential Refuse and special collections scheduled by the Contractor shall not start before 6 a.m. or continue after 7 p.m. on the same day. Exceptions to collection shall be effected only upon the mutual agreement of the Village and Contractor, or when the Contractor reasonably determines that an exception is necessary.

Article V. General Provisions.

Section 1. Fee Schedule. The Village Council has adopted a fee schedule for services to customers under this ordinance and an additional monthly administrative fee to defray a portion of the administrative costs to the Village. The Village Council reserves the right at all times to amend the fee schedule, administrative fee and/or payment terms as it deems necessary.

Section 2 Repeal of Conflicting Ordinances. All ordinances, resolutions, or parts thereof, that are in conflict or inconsistent with any provision of this Ordinance are hereby repealed to the extent of such conflict, and the provisions of this Ordinance shall be and remain controlling as the matters regulated herein.

Section 3. Severability. If any provision of this ordinance or the application of any provision to any person or circumstance is held invalid, the invalidity shall not affect other provisions or applications of the ordinance which can be given effect without the invalid provision or application, and to this end such provisions of this ordinance are declared to be severable.

Section 4. Effective Date. This ordinance shall take effect November 1, 2014 after its passage in accordance with the provisions of the *Texas Local Government Code*.

Section 5. Open Meetings. It is hereby officially found and determined that the meeting at which this ordinance is passed was open to the public as required and that public notice of the time, place, and purpose of said meeting was given as required by the Open Meetings Act, *Chapter 511, Texas Government Code*.

PASSED AND APPROVED on this the 2nd day of September 2014.

THE VILLAGE OF VINTON



Madeleine Praino, Mayor

ATTEST:



Jessica Garza, Village Clerk

APPROVED AS TO FORM:



Shane English, Village Attorney

**ORDINANCE NO. 2014-9-2-4
SOLID WASTE COLLECTION PROCEDURES**

ADDENDUM

Fee Schedule:

| <u>Fees</u> | <u>Current</u> | <u>FY 2014-2015 Proposal</u> |
|---------------------------|-----------------------|-------------------------------------|
| New Service | \$ 25.00 | \$ 30.00 |
| Late Charge | \$ 5.00 | \$ 10.00 |
| Reinstatement | \$ 25.00 | \$ 40.00 |
| Returned Check | \$ 10.00 | \$ 35.00 |
| Administrative Fee | \$ 0.00 | \$2.50 per month |

GARBAGE COLLECTION APPLICATION

VILLAGE OF VINTON
436 E. VINTON ROAD VINTON, TX 79821

DATE: _____

NAME: _____

Social Security Number _____ - _____ - _____

OR

Driver's License (ID) # _____ STATE: _____

SERVICE ADDRESS: _____

MAILING ADDRESS (IF DIFFERENT)

TELEPHONE NUMBER: HOME: _____

OTHER: _____

NEW SERVICE FEE: _____

+ MONTH(s) PAID AMT. _____

= TOTAL PAYMENT: _____

I UNDERSTAND PAYMENT IS DUE ON THE FIRST OF THE MONTH AND A \$10 FEE WILL BE ASSESSED IF PAYMENT IS RECEIVED AFTER THE 15TH OF THE MONTH. I FURTHER UNDERSTAND THAT SERVICES WILL BE TERMINATED AFTER 30 DAYS FOR NON-PAYMENT. IF MY ACCOUNT BECOMES DELINQUENT, IT MAY BE TURNED OVER TO A COLLECTION AGENCY.

CUSTOMER SIGNATURE: _____