

ORDINANCE NUMBER 2409-I-09-2021

AN ORDINANCE AMENDING ORDINANCE NUMBER 2409-H, SECTION I – DEFINITIONS AND AMENDING 2409H-A SECTION II – SOLID WASTE COLLECTION RATES AND ALL OTHER ORDINANCES IN CONFLICT THEREWITH, OTHER RATES AND CHARGES, AS PROVIDED BY THE CITY OF SAN BENITO AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, this ordinance is for the purpose of setting rates for Solid Waste Collection and Disposal Services by the City of San Benito or its contractor.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF SAN BENITO, TEXAS AS FOLLOWS:

SECTION I. DEFINITIONS

BIN - Metal receptacle designed to be lifted and emptied mechanically for use only at commercial and industrial units.

BRUSH - Tree trimmings, grass cuttings, dead trees or branches thereof, shrubs, chips shavings.

BULKY WASTE - Appliances such as washers, dryers, stoves, air conditioners and refrigerators (provided Freon has been removed by a licensed facility and is labeled as such), water tanks, furniture, and mattresses.

CITY - City of San Benito, Texas.

COMMERCIAL AND INDUSTRIAL REFUSE - All bulky waste, construction debris, garbage, and rubbish and stable matter generated by a customer or contractor at a commercial and industrial unit.

COMMERCIAL AND INDUSTRIAL UNIT - All premises locations or entities, public or private requiring refuse collection within the corporation limits of the City not a residential unit.

CONSTRUCTION DEBRIS - Waste building materials resulting from commercial, industrial, or residential construction, remodeling, repair or demolition operations.

CONTAINERS – 96 gallon garbage carts for residential use, to be provided by contractor, to be used in conjunction with a fully authorized pickup plan.

CONTRACT DOCUMENTS - Contractor’s proposal, general specifications, the contract and any addenda or changes to the foregoing documents agreed to by the City and the Contractor. Contract documents shall include the following documents, and this Contract does hereby expressly incorporate it herein as fully as is set forth verbatim in this contract:

- This instrument
- The Contractor’s

- The General Specifications
- The resolution of the City of San Benito ordering or authorizing the work and services contemplated herein
- Any addenda or change to the foregoing documents agreed to by the parties hereto

CONTRACTOR - is the corporation performing refuse collection and disposal under contract with the City.

DEAD ANIMALS - Animals or portions thereof equal to or greater than 10 pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

DISPOSAL SITE - A refuse depository, physically located in the City or in close proximity thereto including but not limited to sanitary landfills, transfer stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of refuse and dead animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

EXCLUDED WASTE – See Section 5.03 of Contract for Solid Waste Collection and Disposal Service between the City of San Benito, Texas, and BFI Waste Services of Texas, L.P.

GARBAGE - Any and all dead animals of less than 10 pounds 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, but not by way of limitation, used tin cans and other 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 - Waste, in any amount, which is defined, characterized or designated as hazardous by the United States Environmental Protection Agency or appropriate State Agency by or pursuant to Federal or State law, or waste, in any amount, which is regulated under Federal or State law. For purposes of this contract, the term hazardous waste shall also include motor oil, gasoline, paint and paint cans.

LANDFILL - A lawfully permitted sanitary landfill of the Contractor's selection.

CUSTOMER - An occupant of a commercial and industrial unit or a residential unit who generates refuse.

REFUSE - Residential refuse, commercial and industrial refuse, brush/bulky items, construction debris and stable matter generated by a customer or contractor.

RESIDENTIAL REFUSE - All garbage and rubbish generated by a customer or contractor at a residential unit who generates refuse.

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 water services are being supplied thereto. A condominium dwelling, whether single

or multi-level construction, consisting of four or less contiguous or separate single-family dwelling within any such residential unit shall be treated as a residential unit, except that each single-family dwelling within any such residential unit.

RUBBISH - See BULKY WASTE.

SPECIAL WASTE - Special Waste is any nonhazardous solid waste which, because of its physical characteristics, chemical make-up, or biological nature requires either special handling, disposal procedures including liquids for solidification at the landfill, documentation, and/or regulatory authorization, or poses an unusual threat to human health, equipment, property, or the environment. Special Waste must conform in all respects with a Contractor-approved Special Waste Profile. Special Waste that does not conform to the Special Waste Profile is considered Excluded Waste.

SPECIAL WASTE PROFILE - Contractor's form of documentation that the City must complete, and Contractor must approve, with respect to any Special Waste prior to Contractor's acceptance of such Special Waste.

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.

SECTION II. SOLID WASTE COLLECTION RATES

All subscribers to Solid Waste Collection and Disposal Services shall submit to the following rates:

A. RESIDENTIAL SIGNLE-FAMILY RATE: AUTOMATED

Rate schedule as set by the current contract with the service provider.

1. All residential units shall subscribe to solid waste collection and disposal services as provided by the City of San Benito or its Contractor.
2. All solid waste to be picked up must be placed inside container provided by the City of San Benito or its Contractor.
3. Pick up frequency shall be twice per week.
4. A single family residence may request additional containers at an additional cost as set by the current contract with the service provider.

B. MULTI-UNIT RATE: AUTOMATED

Rate schedule as set by the current contract with the service provider.

1. All Multi-unit customers with more than 2 units shall subscribe to solid waste collection and disposal services as provided by the City of San Benito or its Contractor.
2. A multi-unit customer may request additional containers at an additional cost as set by the current contract with the service provider.

C. COMMERCIAL RATE: AUTOMATED

Rate schedule as set by the current contract with the service provider.

1. All commercial customers shall subscribe to solid waste collection and disposal services as provided by the City of San Benito or its Contractor.
2. All solid waste to be picked up must be placed inside container provided by the City of San Benito or its Contractor.
3. Pick up frequency shall be twice per week.
4. Overflow Fee will be charged for overflowing containers.

D. COMMERCIAL - BINS

Accounts past due over 15 days from the billing date of the utility bill will be picked up and the account will be charged a \$25 service fee. An additional \$25 service fee for re-delivery will be charged when full payment has been collected on the account. Commercial accounts will also be subject to a ten percent late charge. Commercial bin service for solid waste as necessitated by volume of waste produced or by request of the customer shall comply with the rate schedule as set by the current contract with the service provider.

E. EXCLUSIVE CONTRACT

The Contractor shall have the sole and exclusive franchise, license, and privilege to provide residential, commercial, industrial, and construction refuse collection, removal and disposal services within the corporate limits of the City. The Contractor shall at all times have the right of first refusal to the collection of hazardous waste from residential, commercial and industrial units, including demolitions, abatements and other material.

SECTION III. DETERMINATION

The City Commission finds that the fees established herein are reasonable fees for the services provided.

SECTION IV. SEVERANCE

All ordinance or parts of ordinances in conflict herewith shall be, and the same are hereby, repealed to the extent of such conflict.

If for any reason any section, paragraph, subdivision, clause, phrase, work or provision of this ordinance shall be held invalid or unconstitutional by final judgment of a court of competent jurisdiction, it shall not affect any other section, paragraph, subdivision, clause, phrase, word or provision of this ordinance, for it is the definite intent of this City Commission that every section, paragraph, subdivision, clause, phrase, word or provision hereof be given full force and effect for its purpose.

SECTION V. EFFECTIVE DATE

This ordinance shall be effective on October 1, 2021.

FIRST READING before the City Commission of the City of San Benito, Texas, at a Regular City Commission Meeting on the 17th day of August, 2021.

PASSED, APPROVED AND ADOPTED on the Second and Final Reading at a Regular Meeting of the City Commission of the City of San Benito, Texas on the 7th day of September, 2021.

CITY OF SAN BENITO



Honorable Ricardo Guerra
Mayor



ATTEST:



Ruth A. McGinnis
City Secretary