

ORDINANCE NO. #48

AN ORDINANCE GRANTING A FRANCHISE FOR THE COLLECTION OF REFUSE WITHIN THE CITY OF ANNETTA, TEXAS: SETTING FORTH DEFINITIONS: SETTING FORTH DUTIES, RATES AND PERIOD OF CONTRACT: PROVIDING A PENALTY AND EFFECTIVE DATE.

WHEREAS, The Board of Aldermen of the Town of Annetta, Texas desires to set forth requirements and standards for residential and commercial refuse collection in order to protect the health and safety of the citizens of Annetta; NOW, THEREFORE

BE IT ORDAINED BY THE BOARD OF ALDERMEN, TOWN OF ANNETTA, TEXAS

**SECTION 1.
GRANT OF AUTHORITY**

There is hereby granted by the Town of Annetta, Texas (hereafter called "CITY") to Laidlaw Waste Systems, Inc. (hereafter called "LAIDLAW") the right and privilege to operate and maintain within the CITY a service for the collection and disposal of garbage, brush and other refuse.

**SECTION II.
DEFINITIONS**

Words used in this Ordinance shall be defined as follows:

- BRUSH:** Tree and shrub trimmings which are not easily placed in containers.
- CONTAINERS:** Plastic bags having no outside dimension of more than four (4) feet and capable of containing garbage or trash, without leaking or emitting odors. Metal or plastic trash cans of no more than thirty (30) gallon capacity. Metal dumpsters will be provided by Laidlaw for commercial service.
- REFUSE:** Garbage such as animal or vegetable matter, as from a kitchen or food processing facility; or any other household waste which is damp or capable of emitting noxious odors. Also, trash such as paper, leaves, grass clippings, household debris, household furniture, appliances and brush.

**SECTION III.
DUTIES OF CUSTOMERS**

All residents of the CITY who desire to have refuse service, must request such service from LAIDLAW, and be responsible for the use of proper containers. Every customer shall keep all refuse in containers in use securely closed in such a manner as to prevent the scattering of the contents thereof and to render said contents inaccessible to insects, rodents and other animals. All customers shall place their containers for residential collection at the curbside on the street bearing the customer address. In the event brush is of such a nature that it cannot be placed in containers, it shall be cut in lengths not to exceed four (4) feet and shall be bundled. No bundle shall weigh more than forty (40) pounds. Refuse such as furniture, wood, trash resulting from construction, major remodeling and general cleanup of the property may be picked up if it can be handled by one man. Appliances will be picked up on request by customer next day for a charge of \$10.00 per appliance.

**SECTION IV.
DUTIES OF LAIDLAW**

1. LAIDLAW will provide twice weekly service to all residents who request such service, so long as the prescribed charges are paid by the customer when due.
2. LAIDLAW will provide adequate equipment for the collection and disposal of refuse.
3. LAIDLAW will schedule collection of refuse for residential customers on Monday and Thursday of each week, beginning October 1, 1992.
4. LAIDLAW will provide upon request, metal dumping containers for commercial, institutional and industrial customers. The sizes and quantities for this service will be charged according to the accompanying schedule.
5. LAIDLAW will pay eight (8%) percent usage fee on commercial containers to the CITY.
6. LAIDLAW will provide a thirty (30) cubic yard open top container to the CITY for a once a year cleanup program.
7. Brush will be picked up, if tied in four (4) foot bundles of no more than forty (40) pounds.
8. Appliances will be picked up next day for a \$10.00 fee.

9. Certificate of Insurance for equipment and employees will be provided to the CITY.
10. Contract assignment cannot be made without written approval of the CITY.
11. LAIDLAW will comply with all Federal and State law regulatory requirements for the disposal of refuse and waste and the administration thereof.

**SECTION V.
RATES**

The monthly charge to the residential customer for services will be a \$9.25 plus appropriate sales tax. LAIDLAW will pay the CITY \$0.50 per residential customer. This franchise fee will be paid to the CITY on a quarterly basis. ~~per month~~

Monthly rate will be guaranteed twelve (12) months from October 1, 1992, but a rate change may be requested at any time with written notice of justification, subject to approval by the CITY, within forty-five (45) days of request.

The monthly charge to the commercial customer and the fee paid to the CITY for such customers will be negotiated at the time the commercial customers request service subject to approval by the CITY.

The billing and collection of charges for service will be the responsibility of LAIDLAW.

**SECTION VI.
PERIOD OF CONTRACT**

Franchise contract for service will be for five (5) years, commencing October 1, 1992 and ending September 30, 1997, unless LAIDLAW or the CITY notifies the other party forty-five (45) days prior September 30, 1992 in writing. If not this contract shall automatically renew for successive five (5) year periods.

LAIDLAW or the CITY will have the right to cancel the service with the forty-five (45) day written advance notice should the service or the rates not be acceptable after attempted resolution.

**SECTION VII.
SEVERABILITY CLAUSE**


Should any portion, paragraph, sentence or phrase of this Ordinance be ultimately adjudicated by a court of competent jurisdiction to be unlawful or unconstitutional, such determination shall not affect, nor shall it deem moot the balance and remaining portions of this Ordinance which shall stand as lawful enactments by this Board of Aldermen.

**SECTION VIII.
EFFECTIVE DATE**

This Ordinance shall become effective October 1, 1992, with the publication as required by law.

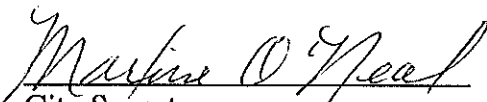
PASSED AND APPROVED THIS THE 13 DAY OF October, 1992.

APPROVED:



Mayor, Town of Annetta

ATTEST:



City Secretary