

ORDINANCE NO. 37

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 I. GRANT OF AUTHORITY

There is hereby granted by the Town of Annetta, Texas (hereafter called "City" to J & B Disposal Service (hereafter called J & B) 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 leak- or emitting odors. Metal or plastic trash cans of no more than thirty (30) gallon capacity. Metal dumpsters will be provided by J & B 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 and appliances and brush.

SECTION III. DUTIES OF CUSTOMER

All residents of the City who desire to have refuse service, must request such service from J & B, 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 \$5.00 per appliance.

SECTION IV. DUTIES OF J & B

1. J & B 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. J & B will provide adequate equipment for the collection and disposal of refuse.
3. J & B will schedule collection of refuse for residential customers on Monday and Thursday of each week, beginning October 1, 1989.
4. J & B 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. J & B will pay eight (8%) percent usage fee on commercial containers to the city.
6. J & B 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 \$5.00 fee.
9. Certificate of insurance for equipment and employees will be provided to the City prior to October 1, 1989.

10. Contract assignment cannot be made without written approval of the City.
11. J & B will comply with all Federal and State law regulatory requirements for the disposal of refuse and waste and the administration thereof.
12. J & B will secure a Texas Sales and Use Permit and as a condition of this franchise agree to establish with the permit agency the trade name of J & B Disposal Service, Inc., and the name and the location and addresses of all customers within the City of which disposal service is provided.

SECTION V. RATES.

The monthly charge to the residential customer for services will be a maximum of \$10.50 in sparsely populated areas to \$8.50 in closer density areas. J & B will pay the City \$.50 per residential customer. This franchise fee will be paid to the City on a quarterly basis.

Monthly rate will be guaranteed twelve (12) months from October 1, 1989, 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 J & B.

SECTION VI. PERIOD OF CONTRACT

Franchise contract for service will be for three (3) years, commencing October 1, 1989, unless J & B or the City notifies the other party forty five (45) days prior, in writing.

J & B 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

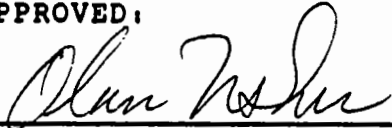
Should any portion, paragraph, sentence or phrase of this Ordinance be ultimately adjudicated by a court of competent jurisdiction to be unlawful or unconstitutional, such determination shall not affect, nor shall it deem moot the balance and remaining portions of this Ordinance which shall stand as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

SECTION VIII. EFFECTIVE DATE

This ordinance shall become effective October 1, 1989, with the publication as required by law.

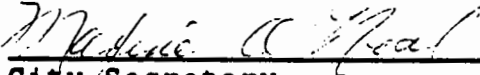
PASSED AND APPROVED THIS THE 12th DAY OF Sept. 1989.

APPROVED:



Mayor, Town of Annetta

ATTEST:



City Secretary

WRITTEN ACCEPTANCE BY J & B DISPOSAL SERVICE
OF THE ABOVE AND FOREGOING FRANCHISE

To The City Council of the City of Annetta,
Parker County, Texas:

J & B Disposal Service hereby accepts and agrees to abide by the terms and provisions of that certain disposal franchise granted to J & B Disposal Service by the City of Annetta, acting by and through its City Council, by that certain ordinance entitled:

"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,"

which ordinance was duly and finally passed by the City Council of the City of Annetta on the 12th day of Sept., 1989, and is recorded at length in the Ordinance Records of the City of Annetta, Texas.

In Testimony Whereof, J & B Disposal Service has caused these presents to be executed this the 10 day of Oct, 1989.

J & B Disposal Service

BY: 

Name

Authorized Agent