

ORDINANCE NO. 028

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

WHEREAS, The Board of Aldermen of the Town of Annetta South, 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 South;

NOW THEREFORE BE IT ORDAINED BY THE BOARD OF ALDERMEN , TOWN OF ANNETTA SOUTH, TEXAS:

SECTION I
GRANT OF AUTHORITY

There is hereby granted by the Town of Annetta South, Texas (hereinafter called "Town") to J&B Disposal Service (hereinafter called J&B D.S.) the right and privilege to operate and maintain within the Town a service for the collection and disposal of garbage, brush and other refuse.

The right and privilege granted herein for the purpose set forth shall be exclusive and no other contractor, person or corporation shall be permitted to engage in the refuse collection within the Town during the term of this contract without the mutual consent of the Town and J&B D.S.

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 30 gallon capacity. Metal dumpsters will be provided by J&B D.S. for commercial use.
- 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 Town who desire to have refuse service, must request such service from J&B D.S. and be responsible for the use of proper containers. Every customer shall keep all refuse in containers in use securely closed in such 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 customers 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 three (3) feet and shall be bundled. No bundle shall weigh more than forty (40) pounds. Refuse such as furniture, appliances, wood, trash resulting from construction, major remodeling and general cleanup of property may be picked up upon request for an additional charge.

SECTION IV
DUTIES OF J&B D.S.

1. J&B D.S. 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 D.S. will provide adequate equipment for the collection and disposal of refuse.

3. J&B D.S. will schedule collection of refuse for residential customers on Tuesday and Friday of each week, beginning April 1, 1987.

4. J&B D.S. will provide upon request, metal dumping containers for commercial, institutional and industrial customers. The sizes and quantities for this service will be negotiated between J&B D.S. and the customer.

5. J&B D.S. will pay 8% usage fee on commercial containers to the Town.

6. J&B D.S. will provide a 30 yard open top container to the Town for a one-day once-a-year cleanup program. Only residents of Annetta South who are customers of the regular refuse service shall participate free of charge in this annual cleanup. Others may participate for a fee negotiated between them and J&B D.S.; this fee shall not exceed \$7.50 per half-ton pickup load.

7. Brush will be picked up, if tied in three (3) foot bundles of no more than forty (40) pounds weight.

8. Furnitures, appliances, wood, etc. will be picked up on request for a nominal fee that will be negotiated between J&B D. S. and the customer.

OR EQUIVALENT CASH DEPOSIT *[Signature]*

9. Performance bond of \$2,500^v will be provided to the Town prior to April 1, 1987.

10. Certificate of insurance for equipment and employees will be provided to the Town prior to April 1, 1987.

11. Contract assignment can not be made without written approval from the Town.

SECTION V
RATES

The monthly charge to the residential customer for service will be \$7.50. J&B D.S. will retain a monthly net rate of \$7.00 per residential customer and pay the Town \$0.50 per residential customer. This franchise fee will be paid to the Town on a quarterly basis and shall be accompanied by a current list of residential customers.

Monthly rate will be guaranteed by J&B D.S. for 12 months from April 1, 1987. However, a rate change may be requested by J&B D.S. at any time with written notice of justification. Subject to approval by the Town, the rate may begin within fortyfive (45) days of the request. If the Town denies the requested rate change, J&B D.S. shall continue service at the current rate until the end of the Town's fiscal year (April 1) or forfeit the performance bond.

The monthly charge to the commercial customer for service is as follows:

3 cubic yard container dumped once per week	\$ 40.00 per month
4 cubic yard container dumped once per week	\$ 47.00 per month
6 cubic yard container dumped once per week	\$ 70.00 per month
8 cubic yard container dumped once per week	\$ 80.00 per month
30 cubic yard open top construction container	\$ 50.00 set fee \$ 3.00 per day rental \$175.00 per pull

These rates include the 8% franchise fee for the Town and are guaranteed for a period of 12 months from April 1, 1987. The billing and collection of charges for service will be the responsibility of J&B D.S.

SECTION VI
PERIOD OF CONTRACT

Contract for service will be for three (3) years, renewable each year, commencing from April 1, 1987, unless J&B D.S. or the Town notify the other party fortyfive (45) days prior, in writing.

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 effect 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
PENALTY

The Town of Annetta South may bring suit for injunction against any person, firm or corporation that shall violate or threaten to violate any of the provisions of this Ordinance in order to prevent a continued violation of such threatened violation.

SECTION IX
EFFECTIVE DATE

This Ordinance shall become effective immediately upon its passage and publication as required by law.

PASSED AND APPROVED this the 9th day of April 1987.

APPROVED: Jack E. Garner
Mayor, Town of Annetta South

ATTEST: John S. Styrsky SECRETARY
AGREED TO: John Bellan

J&B DISPOSAL SERVICE

