

ORDINANCE NO. 88-05

AN ORDINANCE IMPOSING A FEE FOR THE COLLECTION OF REFUSE,
(GARBAGE), ESTABLISHING RULES FOR REFUSE COLLECTION AND SETTING
FORTH CERTAIN DEFINITIONS

BE IT ORDAINED BY THE BOARD OF MAYOR AND ALDERMEN OF
THE TOWN OF SPRING HILL, TENNESSEE:

The Board of Mayor and Aldermen hereby finds that continued free garbage collection as a general municipal service financed from the revenues of the Town of Spring Hill will require a property tax increase and that it is the best interest of the citizens of Spring Hill to impose a fee for the collection of refuse.

The Board further finds that collection of garbage and refuse can be more economically performed by private contractors and that it is not in the best interest of the citizens of the Town of Spring Hill that the Town create a Department of Sanitation;

NOW, THEREFORE, BE IT FURTHER ORDAINED:

That the collection of garbage and other refuse by the Town of Spring Hill as a general municipal service financed out of the revenues of the Town of Spring Hill shall terminate during the calendar year 1988 on a date to be fixed by the Mayor who is hereby specifically authorized to fix the date of termination; that after the termination date as thus determined, the collection of garbage and other refuse within the corporate limits of the Town of Spring Hill shall be governed by the following provisions of this Ordinance:

Section 1.00 DEFINITIONS

1.01 Bags. Plastic sacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed thirty-five (35) pounds.

1.02 Bulky Waste. Stoves, refrigerators, water tanks, washing machines, furniture and other waste materials other than construction debris, dead animals, hazardous waste or stable matter with weights or volumes greater than those allowed for containers.

1.03 Bundle. Tree, shrub, and brush trimmings or newspapers and magazines securely tied together forming an easily handled package not exceeding three feet in length or thirty-five (35) pounds in weight.

1.04 Cart. A container (as herein defined) mounted on wheels for manual transportation

1.05 City. Town of Spring Hill, Tennessee.

1.06 Construction Debris. Waste building materials resulting from construction, remodeling, repair or demolition operations.

1.07 Contractor. The person, corporation or partnership performing refuse collection and disposal under contract with the Town.

1.08 Dead Animals. Animals or portions thereof equal to or greater than ten (10) pounds in weight that have expired from any cause, except those slaughtered or killed for human use.

1.09 Disposal Site. A refuse depository including but not limited to sanitary landfills, transfer stations,

incinerators, and waste proceeding/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.

1.10 Garbage. Any and all dead animals of less than ten (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, grains or other animal or vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily 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.

1.11 Hazardous Waste. Any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" as that term is defined by or pursuant to Federal or State law.

1.12 Producer. An occupant of a Residential Unit who generates refuse.

1.13 Refuse. This term shall refer to Residential Refuse and Bulky Waste, Construction Debris and Stable Matter

generated at a Residential Unit unless the context otherwise requires.

1.14 Residential Refuse. All Garbage and Rubbish generated by a Producer at a Residential Unit.

1.15 Residential Unit. A dwelling within the corporate limits of the Town occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multilevel construction, consisting of four or less contiguous or separate single-family dwelling units, shall be treated as a Residential Unit, except that each single-family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

1.16 Rubbish. All waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, 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.

1.17 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 2.00 RULES GOVERNING COLLECTION

2.01 Contractor to perform Collection Service. The Town of Spring Hill shall select a Contractor to perform all garbage and refuse collection.

Section 3.00 TYPE OF COLLECTION

3.01 Service Provided.

(a) Contractor shall provide curbside collection service for the collection of Residential Refuse to each Residential Unit one time per week. Carts shall be placed at curbside by 7:00 a.m. on the designated collection day.

3.01(b) Equipment Furnished. The Contractor shall furnish one ninety (90) gallon plastic, wheeled refuse container (cart) to each residential unit and may furnish up to two ninety (90) gallon plastic, wheeled refuse containers to each non-residential unit.

3.01(c) The Contractor shall provide for special collection from residential units of bulky waste, construction debris and stable matter. Also, the Contractor may, at its selection, provide for the special collection of dead animals in excess of ten (10) pounds in weight at residential units. Such collections shall be upon such terms as the Contractor shall specify.

3.02 Curbside Collection. Each producer of refuse shall place such refuse and garbage in a container to be furnished by the Contractor on each collection date as close as possible to the paved portion of the street abutting the

principal residence. Except in cases of undue hardship, all collections of refuse shall be from the street.

3.03 Location of Carts. Each cart shall be placed at curbside for collection. Curbside refers to that portion of right-of-way adjacent to paved or traveled city roadways (including alleys). Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, carts shall be placed as close as practicable to an access point for the collection vehicle. Contractor will also pick up additional bags or boxes placed at curbside in addition to the cart provided that this service is not, in the opinion of the Contractor, abused by the resident.

Section 4.00 OPERATION

4.01 Hours of Operation. Collection of Refuse shall not start before 6:00 a.m. or continue after 6:00 p.m. on the same day. Exceptions to collection hours shall be effected only upon the mutual agreement of the Town and Contractor, or when Contractor reasonably determines that an exception is necessary in order to complete collection on an existing collection route due to unusual circumstances.

4.02 Routes of Collection. Collection routes shall be established by the Contractor. Contractor shall submit a map designating the collection routes to the Town for their approval, which approval shall not be unreasonably withheld. The map shall be of such size to clearly show all pertinent information. The Contractor may, from time to time, propose to Town for approval

changes in routes or days of collection, which approval shall not be unreasonably withheld. Upon Town's approval of the proposed changes, Town shall promptly give written or published notice to the affected Residential Units.

4.03 Holidays. The following shall be holidays for purposes of this Contract:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

Contractor may decide to observe any or all of the above mentioned holidays by suspension of collection service on the holiday, but such decision in no manner relieves Contractor of his obligation to provide collection service at least once per week.

4.04 Complaints. All complaints shall be made directly to the Contractor and shall be given prompt and courteous attention. In the case of alleged missed scheduled collections, the Contractor shall investigate and, if such allegations are verified, shall arrange for the collection of the Refuse not collected within twenty-four (24) hours after the complaint is received. The Contractor shall maintain a log of complaints including the time received, nature of the complaint and the nature and time of disposition. This log will be available for inspection by Town officials.

4.05 Collection Equipment. The Contractor shall provide an adequate number of vehicles for regular collection servies. All vehicles and other equipment shall be kept in good

repair, appearance, and in a sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity and telephone number of the Contractor.

4.06 Office. The Contractor shall maintain an office or such other facilities through which he can be contacted. It shall be equipped with sufficient telephones and shall have a responsible person in charge from 8:00 a.m. to 4:30 p.m. on regular collection days.

4.07 Hauling. All Refuse hauled by the Contractor shall be so contained, tied or enclosed that leaking, spilling or blowing are prevented.

4.08 Disposal. All Refuse collected for disposal by the Contractor shall be hauled to a Disposal Site. The charge for disposal shall be included in the rate set forth in the proposal for each Residential Unit serviced by the Contractor.

4.09 Notification. The Town shall notify all Producers about complaint procedures, rates, regulations and day(s) for scheduled Refuse Collection.

4.10 Point of Contract. All dealings, contacts, etc., between the Contractor and the Town shall be directed by the Contractor to the Recorder and by the Town to Contractor's District.

Section 5.00 COMPLIANCE WITH LAWS

The Contractor shall conduct operations under this Contract in compliance with all applicable laws; provided, however, that the General Specifications shall govern the obligations of the Contractor where there exists conflicting

ordinances of the Town on the subject.

Section 6.00 NONDISCRIMINATION

The Contractor shall not discriminate against any person because of race, sex, age, creed, color, religion or national origin.

Section 7.00 INDEMNITY

The Contractor will indemnify, save harmless, and exempt the Town, its officers, agents, servants, and employees from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, and attorneys' fees incident to any work done in the performance of this Contract arising out of willfull or negligent act or omission of the Contractor, its officers, agents, servants and employees; provided, however, that the Contractor shall not be liable for any suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorneys' fees arising out of a willfull or negligent act or omission of the Town, its officers, agents, servants and employees.

Section 8.00 LICENSES AND TAXES

The Contractor shall obtain all licenses and permits (other than the license and permit granted by the Contract) and promptly pay all taxes required by the Town.

Section 9.00 INSURANCE

The Contractor shall at all times during the Contract maintain in full force and effect Employer's Liability, Workmen's Compensation, Public Liability and Property Damage Insurance, including contractual liability coverage for the provisions of

Section 7.00. All insurance shall be by insurers and for policy limits acceptable to the Town and before commencement of work hereunder the Contractor agrees to furnish the Town certificates of insurance or other evidence satisfactory to the Town to the effect that such insurance has been procured and is in force.

The certificates shall contain the following express obligation:

"This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in a policy affecting the certificate holder, thirty (30) days prior written notice will be given the certificate holder."

For the purpose of this Contract, the Contractor shall carry the following types of insurance in at least the limits specified below:

Coverages	Limits of Liability
Workmen's Compensation	Statutory
Employer's Liability	\$500,000
Bodily Injury Liability Except Automobile	\$500,000 each occurrence \$1,000,000 aggregate
Property Damage Liability Except Automobile	\$500,000 each occurrence \$500,000 aggregate
Automobile Bodily Injury Liability	\$500,000 each person \$1,000,000 each occurrence
Automobile Property Damage Liability	\$500,000 each occurrence
Excess Umbrella Liability	\$5,000,000 each occurrence

As an alternative to the above, Contractor may insure the above public liability and property coverages under a plan of self-insurance. Each insurance policy with respect to public liability insurance may provide for a self-insured retention of

an amount of \$250,000, with the result that the Contractor is its own insurer to that extent. The coverages may be provided by the Contractor's parent corporation.

Section 10.00 BOND

10.01 Performance Bond.

(a) The Contractor will be required to furnish a corporate surety bond as security for the performance of this Contract.

(b) Premium for such bond shall be paid by the Contractor. A certificate from the surety showing that the bond premiums are paid in full shall accompany the bond.

(c) The surety on the bond shall be a duly authorized corporate surety company authorized to do business in the State.

Section 11. CURBSIDE COLLECTION

11.01 All garbage to be collected by the Contractor shall be placed within the carts, bags or bundles as defined herein and shall be transported to the curb of the street of the producer on the date of collection for that location. After this date, the cart will be removed from the curb to the rear or side of the principal building located at such property, until the next collection date.

Section 12. COLLECTION FEE IMPOSED

12.01 A fee is hereby imposed on each producer for the refuse collection service set forth herein. The fee for this service shall be billed monthly at the rate or rates to be established by Resolution of the Board of Mayor and Aldermen. The fee thus established shall be billed on a monthly basis and

collected in the same manner as the charge for water. Any default in payments may be enforced by the suspension of service to the delinquent producer and also by terminating water service following the procedure set forth in the municipal code.

SECTION 13. ALTERNATE METHODS OF REFUSE DISPOSAL

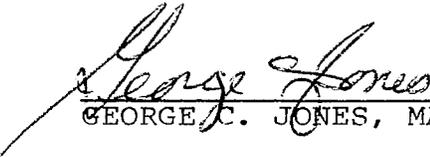
13.01 Any producer of refuse on property on which the principal building is located more than three hundred (300) feet from the street or road may elect to handle its own refuse disposal by giving notice to the City Recorder. In the event the method of disposal by any such producer is determined to be insufficient by the building inspector, the City may require such producer to make use of the services afforded by the City.

SECTION 14. NUISANCE

14.01. Maintaining refuse in containers other than containers prescribed by this Ordinance (except by those electing to provide their own disposal as provided in Section 13) or maintaining garbage or refuse which is allowed to become offensive shall constitute a public nuisance and may be abated in the same manner provided by law for the abatement or public nuisances.

PASSED AND ADOPTED BY THE BOARD OF MAYOR AND ALDERMEN OF THE TOWN OF SPRING HILL, TENNESSEE on the 28th day of

March, 1988.



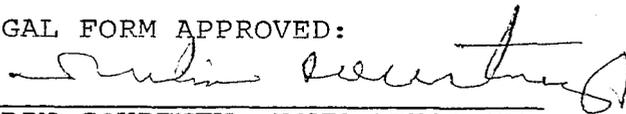
GEORGE C. JONES, MAYOR

ATTEST:



JUNE QUIRK, RECORDER

LEGAL FORM APPROVED:



ROBIN COURTNEY, TOWN ATTORNEY

Passed on 1st reading: 3-14-88

Passed on 2nd reading: 3-21-88

Passed on 3rd reading: 3-28-88