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ORDINANCE NO. 112 .

AN ORDINANCE PROVIDING REGULATIONS FOR THE OPERATION AND MAINTENANCE OF A GARBAGE AND REFUSE REMOVAL SYSTEM IN THE TOWN OF MILLS; GRANTING A FRANCHISE TO JAMES W. REYNOLDS, d/b/a THE REYNOLDS SANITATION COMPANY; AND REPEALING ALL ORDINANCES AND AMENDMENTS THERETO IN CONFLICT THEREWITH.

BE IT ORDAINED by the Town Council of the Town of Mills, Wyoming:

Section 1. JAMES W. REYNOLDS, d/b/a THE REYNOLDS SANITATION COMPANY, is hereby granted a sole and exclusive franchise for the removal and hauling of garbage and refuse for hire within the corporate limits of the Town of Mills, Wyoming, for a period of Ten (10) Years after date of enactment of this Ordinance.

Section 2. The operation of the garbage and refuse removal service under this franchise shall be conducted with due regard for the public health, safety, comfort and convenience of the general public in the Town of Mills, in compliance with this Ordinance, and with those further ordinances respecting the sanitation of said Town of Mills, and the Statutes of the State of Wyoming.

Section 3. The Reynolds Sanitation Company shall carry with a reliable casualty insurance company public liability insurance in the sum of not less than Ten Thousand and no/100 Dollars (\$10,000.00) per person, Twenty Thousand and no/100 Dollars (\$20,000.00) per accident, and Five Thousand and no/100 Dollars (\$5,000.00) property damage, for each item of motorized equipment operated under this Ordinance, which policy shall be presented to the Mayor and Council for approval.

Section 4. The Reynolds Sanitation Company shall file a surety bond with the Town Clerk in the penal sum of One Thousand and no/100 Dollars (\$1,000.00), conditioned upon compliance with the terms of this Ordinance, and upon maintenance of garbage and refuse removal service in accordance with approved schedules; except upon giving Ninety (90) days notice of desire to terminate such service, which bond shall be approved by the Mayor and Council of said Town.

Section 5. The rates to be charged by The Reynolds Sanitation Company for garbage and refuse removal service shall be:

FEE SCHEDULE "A" FOR RESIDENCES.

- a.) For two (2) barrels per housing unit occupied by one single family : \$18.00 per year for each dwelling.
- b.) For two (2) barrels per unit of multiple housing and all dwelling units under one roof when occupied by more than a single family, as follows:
  - 1.) For the first main unit or apartment: \$18.00 per year.
  - 2.) For each additional unit or apartment: \$9.00 per year.

FEE SCHEDULE "B" FOR PLACES OF BUSINESS,  
INCLUDING HOTELS, MOTELS AND TRAILOR COURTS.

- a.) For two (2) barrels per establishment twice monthly: \$18.00 per year per establishment.
- b.) For each additional barrel: \$9.00 per year per barrel.

Section 6. The schedule upon which the Sanitation Company shall operate is as follows:

Two (2) barrels per one-family housing unit to be picked up twice monthly on fifteen (15) day intervals, but no less than twelve (12) days between each pickup, nor more than eighteen days between each pickup. Said schedule or the service provided thereby shall not be lengthened or the service diminished without the proper approval of the Mayor and Council of said Town, save and except for changes due to causes beyond the control of The Reynolds Sanitation Company.

Section 7. All sanitation trucks operating hereunder shall comply with regulations of the Public Service Commission respecting permits, licenses, etc., and with all rules and regulations of the State Department of Public Health, and all sanitation trucks operated hereunder shall be maintained and operated in accordance with generally accepted standards and practices of the business and in a manner for the greatest health and safety of the general public.

Section 8. a.) The Sanitation Company shall pay to the Town, upon the granting of this franchise, the sum of Fifty and no/100 Dollars (\$50.00), and thereafter and on the twentieth day of August of each year during the term of this franchise, the Sanitation Company shall pay to the Town the sum of Fifty and no/100 Dollars (\$50.00), said latter sum to be considered as reimbursement to the said Town for maintaining the dump.

b.) The yearly fee paid by the Sanitation Company shall be in lieu of any and all other fees and taxes, and shall be accepted by the Town as paying for all licenses and fees due from the Sanitation Company to the Town for any reason whatsoever.

c.) The rates to be charged by the Sanitation Company as hereinabove set forth in Section 5 hereof shall not be changed without the approval of the Mayor and Council of the Town of Mills.

d.) The Sanitation Company agrees not to haul any garbage or refuse for any person to the dump maintained by the Town of Mills unless such person shall have first obtained a valid dump permit from the said Town.

e.) The Town agrees that it shall enact such further enabling ordinance or ordinances as will give full force and effect to this franchise.

f.) The Town agrees to give scheduled routes, alleys and streets within the Town limits reasonable attention in their maintenance and repair, and to use such grader and snow-plows as will enable the Sanitation Company to maintain its schedules.

g.) The Town further agrees to maintain its established dump for the exclusive use and benefit of the residents of the Town of Mills, and other authorized persons.

Section 9. The Town agrees that no provision or combination of provisions hereunder shall be in any way construed as obligating the Town to purchase any equipment, facilities or property of the grantee-operator hereunder.

Section 10. No sale, transfer or assignment of this franchise shall be valid, legal or binding upon the Town unless and until the said Town at its regular Council meeting shall approve thereof.

Section 11. Should any sentence, clause, paragraph, section or provision of this Ordinance be decided by a court of competent jurisdiction to be invalid, such shall not affect the validity of this Ordinance as a whole or any part thereof other than the particular sentence, clause, paragraph, section or provision of this Ordinance so held to be invalid.

8 Section 12. The Sanitation Company shall, within Ten (10) days from the adoption of this Ordinance, file with the Town Clerk acceptance of this franchise which is granted subject to its conditions.

Section 13. The Town or the Sanitation Company may call a public hearing for the purpose of discussing rates, service or schedules, by giving written notice to the other party of their desire to hold such a hearing. This notice shall be given in writing at least fifteen (15) days prior to such hearing, and the Mayor shall assign the place and give notice of the hearing.

Section 14. Should the Sanitation Company unreasonably or arbitrarily refuse to give adequate service or maintain regular schedules within said Town of Mills, such refusal will be grounds for the Town to revoke the franchise on such grounds; but, before any action is taken to revoke the franchise on such grounds, the Town shall give written notice of the grounds and reasons for such action, and the Sanitation Company shall have Thirty (30) days to correct or comply with such grounds and reasons.

Section 15. All ordinances or parts of ordinances in conflict  
herewith are hereby repealed.

TOWN OF MILLS, a Municipal Corporation,

By: Floyd Wilcox  
Mayor

Attest:

Warren Reed  
Town Clerk

ORDINANCE NO. 112 (continued)

I, the undersigned, Town Clerk of the Town of Mills, Wyoming do hereby certify that the foregoing is a true and correct copy of Ordinance Number One Hundred Twelve, entitled: " An Ordinance providing regulations for the operation and maintenance of a garbage and refuse removal system in the Town of Mills; granting a franchise to James W. Reynolds, l/b/a The Reynolds Sanitation company; and repealing all ordinances and amendments thereto in conflict therewith." Approved and passed by the Town Council of the said Town of Mills at a Regular Meeting thereof, held on the 7 day of August, 1956, and that the ayes and nays were taken and entered upon the journal of the said Town Council.

Wylene Reed  
Town Clerk

I, regularly appointed and qualified Town Clerk of the Town of Mills, Wyoming and acting in that capacity, do hereby certify that signed, attested, sealed and certified copies of this Ordinance (Number 112) approved and passed as certified above, were, following its enactment by the Town Council, by me posted up in three public places within the Town of Mills for a period of ten days as required by law, and that this Ordinance did take effect and become in force as a legal Ordinance of the Town of Mills, the 1st day of September, 1956.

Wylene Reed  
Town Clerk