

RESOLUTION

WHEREAS, the Board of Trustees of the Town of Hudson, Weld County, Colorado has adopted an Ordinance (Ordinance No. 88) enacting rules and regulations for the collection of refuse and the assessment of the owner or occupant of the premises. Said Ordinance being passed and adopted the 9th day of July, 1969.

WHEREAS, Article 2, Section 5 of Ordinance No. 88 provides as follows:

" The Board of Trustees shall, by resolution, establish charges for collection service under this section, prescribe the time and manner of payment of such charges and adopt measures designed to enforce the payment thereof such as, in their discretion, are necessary or desirable. Such resolution, when adopted, shall be of the same force and effect as if incorporated in this section."

WHEREAS, the Town has entered into an agreement with Commerce Refuse Disposal Inc. for the collection of all residential refuse within the Town limits of the Town of Hudson. Said agreement being attached hereto as Exhibit "A" and made a part hereof and incorporated herein by reference.

WHEREAS, the Board of Trustees deems it necessary to provide for the collection of trash and the assessment of the owners of the property served thereby.

NOW, THEREFORE BE IT RESOLVED, that the Town of Hudson establish the following rules and regulations concerning the collection and assessment of refuse within the Town limits of the Town of Hudson:

1. Each residential or "dwelling unit" customer of the Town receiving water service shall be charged the sum of two (\$2.00) dollars per month in advance for the refuse collection

service. The monthly charge for refuse collection to be placed on the monthly billing or statement for water service.

2. Said charge shall be payable on or before the tenth day of each and every month hereafter beginning on the tenth day of ^{October} ~~August~~, 1969 and continuing on the tenth day of each and every month thereafter, or until this Resolution be amended.

3. The amount of charges for garbage, rubbish and refuse collection shall be a lien upon the property served in accordance with Article 2, Section 5 of Ordinance No.

SS, passed and adopted by the Town Board on July 9, 1969. Said section provides in part as follows:

" The amount of charges for garbage, rubbish, waste material and ashes collection service shall be a lien upon the property served until the same is paid. In case of failure to pay the established charges for garbage, rubbish, waste material and ashes collection service by the owner or person having the occupancy, control or management of any premises, within thirty (30) days after the time prescribed for payment of such charges by the Board of Trustees, the Town Clerk shall cause a notice of such charge to be given to the owner of such property by publishing in an official newspaper for two (2) successive weeks a notice to such property owner of the amount of charges assessed against his property, and that if such charges are not paid within ten (10) days thereafter, the Town Clerk shall certify such charges as assessed to the county treasurer to be placed by him on such tax list for the current year to be collected in the same manner as other taxes are collected, with a ten (10%) per cent penalty to defray the cost of collection, as provided by the laws of the state."

4. No persons other than Town licensed operators shall dispose of any garbage or waste matter, whether his own or another's, within the Town, in accordance with Article 2, Section 4 of Ordinance No. SS.

5. Nothing herein contained shall preclude or prevent any resident of the Town of Hudson from hauling away and disposing of his own refuse in a lawful manner. Provided however that such individual or resident shall be subject to all the provisions of Ordinance No. 88 including the payment for the collection service as provided herein.

PASSED AND ADOPTED this 8th day of October, 1969, by the Board of Trustees of the Town of Hudson, Colorado.

ATTEST

Marjorie M. Rice
Marjorie Rice, Town Clerk

(Seal)

Ralph Lee Rouse
Lee Rouse, Mayor

A*G-R-E-E-M-E-N-T

THIS AGREEMENT, MADE and entered into this 28th day of May 1, 1969, by and between the TOWN OF HUDSON, COLORADO, hereinafter referred to as the "Town", and COMMERCE REFUSE DISPOSAL, INC., hereafter referred to as the "Corporation";

WITNESSETH:

WHEREAS, the Corporation is engaged in the hauling of refuse in the State of Colorado and has authority from the Public Utilities Commission to serve the Town of Hudson; and

WHEREAS, the Town is willing to enter into an agreement with said Corporation to transport its residential refuse for a period of 2 years, beginning from the 1st of June 1969 to June 1, 1971

NOW THEREFORE, in consideration of the premises and of this agreement hereinafter set forth, the parties mutually agree as follows:

1. The Corporation shall provide equipment and employees to pick up all of the residential refuse within the Town Limits of Hudson,
2. Said refuse shall be picked up at the curb of each residence within said Town once a week and the day of this pick up shall be Friday. If a residence is serviced by an alley, the pick up shall be from the alley.
3. The containers in which the refuse shall be placed will be paid for and owned by the residents of the Town.
4. The Corporation shall obey such rules and regulations of the State and local agencies which currently and will in the future effect people engaged in the hauling of refuse within

the State of Colorado, including the compliance with the Workmen's Compensation Laws of the State, for employees of the Corporation working within the Town.

5. Residential refuse shall be defined in an ordinance which shall be passed by the Board of Trustees prior to the signing of this Agreement and designated as follows:

GARBAGE: All vegetable, fruit, and animal waste resulting from the cooking, handling, storage, sale, preparation, use or consumption of food, including discarded food containers.

REFUSE: All garbage and rubbish.

RUBBISH: All matter, other than garbage as herein defined, which has been discarded, rejected or abandoned or has become useless, including brush and lawn trimmings, or which, by its presence or accumulation, is or may become, a menace to health or a fire hazard or otherwise dangerous or offensive.

6. The Town will pay to the Corporation for said services for each separate residential property ownership located in Hudson each month the following compensation:

(a) \$1.75 for each one dwelling unit

The Town will make said payment on or before the 15th day of each month, for the previous months service.

For the purpose of this contract a "dwelling unit" shall mean any separate living quarter within a building which quarters are equipped with an independent and separate kitchen facility.

7. This contract shall run from the June 1-1969
TO June 1-1971

IN WITNESS WHEREOF, each party hereto has affixed their signature the day and year first above written.

COMMERCE REFUSE DISPOSAL, INC.

By s/ Cyril A. Kreutzer
President

ATTEST:

Secretary

TOWN OF HUDSON

BY s/ Ralph Lee Rouse
Mayor

(Seal)

s/ Marjorie M. Rice
Town Clerk