

28 amended by 45

ORDINANCE NO. 28
Canyon Collection Service

AN ORDINANCE GRANTING TO MILL CITY DISPOSAL CO. THE EXCLUSIVE RIGHT AND PRIVILEGE TO COLLECT, TRANSPORT AND CONVEY GARBAGE OVER AND UPON THE STREETS OF THE CITY OF DETROIT.

The City of Detroit does obtain as follows:

Canyon Collection Service

45-1-28-1

There is hereby granted by the City of Detroit to ~~Mill City Disposal Co.~~ the exclusive right, privilege and franchise to collect, convey and transport garbage upon the streets of said City, subject to the restrictions hereinafter set forth.

45-2-28-2

The rights, privileges and franchise herein granted shall continue and be in force to ~~and including the 1st day of May 11, 1965.~~

45-3-28-3

The conditions and restrictions under which this franchise is granted are as follows:

- (a) The word "garbage" shall mean all sorts of animal and vegetable matter, rubbish, trash, debris, ashes, tin cans, tree trimmings, and waste generally and shall embrace all articles and things ordinarily and customarily hauled off and dumped for the purpose of promoting the cleanliness and health of the City.
- (b) No garbage shall be transported or conveyed upon or over a street within the City of Detroit except that the same shall be conveyed and transported in a covered, watertight and drip proof vehicle equipped with a metal or metal lined container, or in metal covered barrels; provided, however, that innocuous, nondecaying substances may be conveyed in suitable conveyances with adequate provisions against litter by covering and lashing.
- (c) No garbage shall be permitted to become spread, scattered, lodged, or left within or upon any street in said City.
- (d) All patrons served by said franchise holders shall be served in an impartial manner, except that they are not required to serve any person, firm or corporation, who has made default in payment for any prior service rendered under this ordinance, or serve any persons who refuses to comply with the sanitary requirements to furnish cans, etc.
- (e) Nothing contained in this franchise shall prevent the officers of said City from employing men and using vehicles for the purpose of collecting and removing garbage for the annual cleanup.
- (f) The hauling of garbage shall be under the supervision of the City health committee and said committee shall cause to be made regular inspections of said garbage hauling equipment and the manner of hauling garbage upon the streets of said City, and in the event that the franchise holders shall violate any of the provisions hereof, then the rights herein granted shall immediately cease, and the franchise holders shall surrender and forfeit any right and privilege granted by this ordinance.
- (g) The City reserves the right to close any street or streets used by the franchise holders during the course of construction or during the course of necessary repairs thereto or in the event that any street becomes dangerous to the operation of automobiles; it being understood, however, that the City shall not be held liable for the damages to the franchise holders or any of its servants or employees, by reason of defect in streets or by reason of failure to repair the same.
- (h) The franchise holders shall procure and at all times carry, in full force and effect, liability and property damage insurance issued by some insurance company acceptable to the City and with a certificate thereof filed with the Recorder, which insurance shall provide that the insurer

will pay for property damage done by the franchise holders, a maximum of \$1,000.00; that it will pay to any one person injured through the negligence of the franchise holders a maximum of \$5,000.00; and a maximum of \$10,000.00 to persons injured in any one accident.

(i) Nothing herein shall prohibit any person from transporting upon the streets of the City of Detroit garbage produced by himself, in the event that such garbage is hauled in such a manner as to prevent leakage or littering upon the streets.

45.4 28-4

If the franchise holders shall fail from any cause within their control to gather the garbage within the City of Detroit and such failure shall continue for a period of ten (10) days, or should the franchise holders for any reason fail to perform the conditions, agreements, provisions, acts or things herein mentioned, according to this franchise, then the rights herein granted shall immediately cease, and the franchise holders shall surrender and forfeit any right and privilege granted by this ordinance; provided however, that the franchise holders shall not be liable for suspension of operation caused by excessive storms, accidents, or casualties caused by an act of God or the public enemy.

45.5 28-5

The franchise holders shall, within thirty days after this ordinance shall be in force, file with the Recorder of the City of Detroit a written acceptance of the same.

45.6 28-6

It is expressly understood that this franchise is granted subject to all the terms and provisions of the charter and ordinances of the City of Detroit, now or hereafter to be enacted, relating to the granting of franchises and the collecting, transporting and conveying of garbage, and the exercise of the police powers of the City of Detroit, with the same effect as though the same were expressly incorporated herein.

45.7 28-7

The City reserves the right to prohibit or regulate the operation of trucks under this franchise of any street or streets within the City of Detroit when traffic conditions or the public welfare or public convenience shall, in the judgement of the Council of the City, so require.

45.8 28-8

Franchise holders shall not assign this franchise or any right, license, or privilege granted herein except upon the express consent of the council of the City of Detroit, and all operations under this franchise shall be performed or furnished by any contractor or sub-contractor except with the express consent of the Council of the City of Detroit, and upon compliance with such terms as it shall specify. The provisions of this franchise shall be binding upon the franchise holders herein, their assigns, contractors and sub-contractors.

45.9 28-9

The City of Detroit agrees to ~~pay \$25.00 per month to Mill City Disposal Co. for maintenance of the city dump.~~

45.10 28-10

The City of Detroit shall not be deemed to have waived the performance of or observance by franchise holders of any of the terms, conditions, or provisions hereof unless and except such waiver be by resolution or other appropriate action of its Council, and of which action a record is made.

Read the First Time:

Read the Second Time:

Read the Third Time and Passed: Approved by the Mayor: *Edo F. Oja*

ATTEST: Elizabeth L. Dean, Recorder