

## ORDINANCE NO. 549

AN ORDINANCE OF THE BOROUGH OF MONROEVILLE AUTHORIZING  
THE EXECUTION OF A FRANCHISE AGREEMENT WITH QUEEN REDUCTION  
CO., FOR THE COLLECTION OF GARBAGE, RUBBISH AND TRASH.

BE IT ORDAINED AND ENACTED by the Borough of Monroeville, in Council  
assembled, as follows:

Section 1. That the President of Council and Secretary shall be and they are hereby authorized and directed to enter into a contract with George T. R. Queen, trading as Queen, trading as Queen Reduction Co., for the purpose of granting a franchise for the collection of garbage, rubbish and trash from single-family residences within the Borough of Monroeville, for a term of three (3) years commencing October 1, 1966, and at rates not exceeding Five (\$5.00) Dollars per quarter year. Said Agreement shall be substantially as in the form attached hereto, made a part hereof and marked Exhibit "A".

Section 2. Any ordinance or part of ordinance in conflict with any of the provisions of this ordinance is hereby repealed insofar as the same affect this ordinance.

ORDAINED AND ENACTED this 13th day of September, 1966.

ATTEST:

BOROUGH OF MONROEVILLE

S/ Carrol F. Pickens  
Secretary

By S/ Frank A. Witt  
President of Council

EXAMINED AND APPROVED this 19th day of September, 1966.

S/ John J. Duncan  
Mayor

A G R E E M E N T

THIS AGREEMENT made and entered into this 22nd day of September, 1966, by and between the BOROUGH OF MONROEVILLE, a municipal corporation, organized and existing under the laws of the Commonwealth of Pennsylvania and situate in Allegheny County, Pennsylvania, hereinafter sometimes referred to as the "Borough",

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GEORGE T. R. QUEEN, trading and doing business as QUEEN REDUCTION CO., of the Borough of Monroeville, Allegheny County, Pennsylvania, hereinafter sometimes referred to as the "Collector";

W I T N E S S E T H:

WHEREAS in order to provide to the residents of the Borough of Monroeville the most efficient means of the collection and disposal of garbage and rubbish and in order to readily facilitate the regulation of such collectors and to prevent the misuse of the Borough's streets and highways, it is deemed necessary and advisable that an exclusive franchise be granted to the said Queen Reduction Co. for garbage and rubbish collection, as hereinafter set forth; and

WHEREAS said Collector, Queen Reduction Co., has agreed to accept such franchise for the collection of garbage and rubbish in the Borough of Monroeville under the terms, limitations and conditions as hereinafter set forth;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

(1) For the term of three years, commencing October 1, 1966, George T. R. Queen, trading and doing business as Queen Reduction Co., shall have the exclusive right and franchise to operate garbage and rubbish collection trucks and other related equipment in and upon the municipal streets and highways within

the Borough of Monroeville for the purpose of making such collections from single family residences required to dispose of the same under existing or future Borough ordinances. The Borough shall authorize or license no other collector during the term of this Agreement to use the Borough's streets or highways for the purpose of making garbage or rubbish collections from any single family residence in the Borough.

(2) The said Collector represents that he is fully qualified under all regulations of the Commonwealth of Pennsylvania and the County of Allegheny regarding the transport and disposal of garbage, rubbish and other trash that may be covered hereunder, and that he will continue during the term of this Agreement to maintain such proper equipment and disposal facilities as required by the said Commonwealth and County, as well as by the Borough of Monroeville. The said Collector agrees that he will upon request of the Borough promptly submit to the Borough a copy of any license, registration or other proof of compliance with such regulations of the Commonwealth of Pennsylvania, the County of Allegheny or the County of Westmoreland.

(3) The said Collector further agrees that all collections made in pursuance hereof shall be made by himself or his employees, and such collected materials shall be disposed of through duly licensed incinerators or sanitary land fills as approved by the Commonwealth of Pennsylvania, the County of Allegheny and the County of Westmoreland.

(4) Such garbage, rubbish or other trash shall be conveyed over the streets and highways of the Borough of Monroeville only by motor driven vehicles equipped with water-tight beds. Such collections shall be made in such a manner as to assure the utmost cleanliness and sanitation and so as to prevent the scattering or leaving of debris on the public streets or private property.

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(5) The said Collector shall provide all necessary labor, equipment and means of disposal for the purposes herein set forth, all at his own cost and expense, except that he shall not be required to furnish receptacles or garbage cans for his customers.

(6) The said Collector shall make his full services of garbage, rubbish and trash collections as defined herein available to the owners and occupants of each and every residence within the Borough of Monroeville upon payment of a uniform charge to be determined by the Collector, but which charge shall be not more than five (\$5.00) Dollars per quarter year. The Collector may establish such charges as may be agreed upon by and with other customers not covered under this exclusive franchise.

(7) For the said charge of not more than Five (\$5.00) Dollars per quarter year as hereinabove set forth, the Collector shall provide for each such customer the following services:

a. The Collector shall collect the contents of three garbage cans (Maximum size 20 gallon) from each customer not less frequently than once per week. Such garbage can contents shall be emptied and collected from a location on the premises to be determined by the customer, but not more than ten (10) feet distant from the customer's dwelling house.

b. In addition to such garbage can collections, the Collector shall collect weekly at the location of the garbage cans all rubbish accumulated through normal day to day household operations, including but not limited to waste paper, newspaper, cartons, grass clippings, boxes, containers, Christmas trees, packing crates, and

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other articles of a similar nature. Such articles of rubbish, where practical, shall be either bundled and tied or contained in cartons no larger than garbage cans convenient for ready removal.

c. The Collector shall provide for the collection of all other trash, debris or discarded articles of each such residential customer three times a year, such collections to be at intervals of not less than three months. This trash collection shall cover larger articles not otherwise covered in the garbage collection mentioned above and that require special handling, such as tree branches, articles of furniture, rugs, automobile tires, and such similar articles as have been heretofore collected by the Borough of Monroeville semi-annual clean-up operations. Notice of such trash collection dates shall be given to each customer not less than ten days in advance of such pick up. In no event will the Collector be required to remove metal automobile parts, furnaces, boilers, refrigerators, kitchen ranges, washers, dryers or pianos. All other items collected shall be neatly stacked and baled or tied so as not to exceed four feet in length and not to exceed in overall bulk such a size as would prevent removal by one person.

Any customer more than three months delinquent in his payment to the Collector may, at the option of the Collector, have all services terminated until all such payments are brought up to date.

(8) The Collector shall provide and pay the premium for a performance bond in the amount of Twenty Thousand (\$20,000.00) Dollars to secure his performance of all obligations hereunder during the period of this exclusive franchise. The said bond shall also provide for the indemnification of the Borough of Monroeville by the said Collector and his corporate surety against any loss or damage sustained by the Borough of Monroeville by reason of any neglect or default of the Collector in the performance of the terms of this Agreement. In the event of any default, failure or neglect by the Collector to fully perform under this Agreement after five days' written notice of such failure, the Borough may, at its option, declare a default or forfeiture of this contract, and may engage the services of any other person, firm or corporation or its own employees, as it may deem proper in its sole discretion, to do, perform, carry out or execute any of the terms or provisions hereof or render any services required and intended to be given hereunder or to institute any action to enforce compliance with this Agreement, and to charge all costs and expenses incidental herewith to the Collector and his said corporate surety.

(9) During the term of this Agreement the Collector shall carry public liability and property damage insurance on all of his vehicles, equipment, personnel and operations, in the amount of not less than Three Hundred Thousand (\$300,000.00) Dollars for any one accident, One Hundred Thousand (\$100,000.00) Dollars for any one injury and Fifty Thousand (\$50,000.00) Dollars for property damage, shall name the Borough of Monroeville as an additional insured under the terms of such insurance policies, and shall provide to the Borough of Monroeville a certificate of such insurance upon request. The said Collector does further agree to indemnify and save harmless the Borough of Monroeville from any loss or claim for damages occasioned by the operation of his personnel, equipment or facilities.

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(10) The Collector shall in no manner have the authority of an agent of the Borough of Monroeville, and this Agreement shall not be construed as to create the relationship of principal and agent between the Borough and the Collector.

IN WITNESS WHEREOF and intending to be legally bound hereby the parties hereto have caused this instrument to be duly executed the day and year first above written.

ATTEST:

BOROUGH OF MONROEVILLE

S/ Carrol F. PickensBy S/ Frank A. Witt

WITNESS

S/ Gladys Diller

S/ George T. R. Queen (SEAL)  
 GEORGE T. R. QUEEN,  
 trading and doing business as  
 QUEEN REDUCTION CO.

Exhibit #1