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ORDINANCE 21-14

**AN ORDINANCE GRANTING A FRANCHISE TO WASTE MANAGEMENT OF
NEW MEXICO, INC. FOR THE COLLECTION, TRANSPORTATION AND
DISPOSAL OF SOLID WASTE**

WHEREAS, pursuant to Section 21-11 of the Roswell City Code, the City has the exclusive right to engage in the collection of solid waste within the City; and

WHEREAS, NMSA 1978, § 3-48-3 permits the City to contract with collectors for the collection of solid waste, and thereby prescribe the duties and compensation of such collectors;

WHEREAS, **WASTE MANAGEMENT OF NEW MEXICO, INC.** is a solid waste collection company that wishes to engage in the business of solid waste collection within the City; and

WHEREAS, the City Council wishes to grant to **WASTE MANAGEMENT OF NEW MEXICO, INC.** a nonexclusive franchise to collect, transport and dispose of solid waste within the City, upon the terms and conditions set forth herein below and in the Solid Waste Collection Franchise Agreement (the "Agreement").

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL AS THE GOVERNING BODY OF THE CITY OF ROSWELL, NEW MEXICO, that:

SECTION 1. The City of Roswell hereby grants to **WASTE MANAGEMENT OF NEW MEXICO, INC.** a nonexclusive franchise for the collecting, transporting, disposing and recycling of solid waste kept, accumulated or produced in the City of Roswell and to use the public streets and rights of way for such purpose, as more fully described in the Agreement.

SECTION 2. **WASTE MANAGEMENT OF NEW MEXICO, INC.** may exercise the nonexclusive franchise granted above only upon execution of the Agreement and only during its effective term, any extension thereof, or upon execution of a subsequent written contract after expiration or termination of the current Agreement. **WASTE MANAGEMENT OF NEW MEXICO, INC.** is prohibited from exercising the franchise in the absence of a written agreement with the City, however, **WASTE MANAGEMENT OF NEW MEXICO, INC.** shall owe franchise fees to the City for all exercise of the franchise, regardless of whether a written agreement exists in force.

SECTION 3. The franchise is contingent on **WASTE MANAGEMENT OF NEW MEXICO, INC.**'s compliance during the term of the Agreement with all its warranties, covenants and obligations set forth in the Agreement, including without limitation, timely payment of franchise fees, maintenance of insurance, compliance with law and maintenance of any applicable permits.

SECTION 4. All ordinances or parts of ordinances in conflict or inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance or part of any ordinance heretofore repealed.

SECTION 5. If any section, paragraph, clause or provisions of this ordinance for any reason shall

1 be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph,
2 clause or provision shall not affect any other part of this ordinance.

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4 SECTION 6. This ordinance shall be effective after thirty (30) days following its adoption, unless
5 a petition is filed in conformity with NMSA 1978 §3-42-1(C), in which case, this ordinance shall be
6 effective upon a majority vote of the qualified electors of the municipality.

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8 PASSED, ADOPTED, SIGNED and APPROVED Dec. 9th, 2021


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10 CITY SEAL

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12 SEAL

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14 ATTEST

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Dennis Kintigh, Mayor

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Sharon Coll, City Clerk