

VILLAGE OF OTTOVILLE, OHIO

RESOLUTION NO. 2009-08

A RESOLUTION GRANTING A FRANCHISE FOR THE COLLECTION OF GARBAGE, TRASH, RUBBISH, AND REFUSE FROM THE RESIDENTIAL AND COMMERCIAL AREAS OF THE VILLAGE OF OTTOVILLE

WHEREAS, on the 23rd day of November, 2009, the Council of the Village of Ottoville, Ohio, accepted the quote of Randall S. Porter dba Porter's Rolloff and Disposal, for the collection of garbage, trash, rubbish, and refuse from residential and commercial users of the village of Ottoville, Ohio, for a term to run from the date of the enactment of this ordinance until November 23rd, 2012; and

WHEREAS, it is the desire of the Village of Ottoville, Ohio, to grant an exclusive franchise to said Randall S. Porter dba Porter's Rolloff and Disposal, under certain terms and conditions.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF OTTOVILLE, STATE, OHIO, or two-thirds (2/3) concurring thereto:

SECTION 1. Randall S. Porter dba Porter's Rolloff and Disposal shall be and is hereby granted an exclusive franchise to collect garbage, trash, refuse, and rubbish within the Village of Ottoville, Ohio, for a period of three (3) years commencing on the 23rd day of November, 2009, and ending the 23rd day of November, 2012. Randall S. Porter dba Porter's Rolloff and Disposal shall apply for a permit allowing Randall S. Porter dba Porter's Rolloff and Disposal to proceed with the collection of garbage, trash, rubbish, and refuse from Ottoville, Ohio.

SECTION 2. All trash, garbage, refuse, and rubbish shall be removed by Randall S. Porter dba Porter's Rolloff and Disposal from all homes, apartments, multi-unit dwellings and/or residential trailers within the boundaries of the Village of Ottoville, Ohio, at least once a week, unless the occupant, owner, lessee, or person in charge refused to accept said services. Daily service, Monday through Friday, is required for the school. Refuse hauler must supply commercial dumpsters and provide emergency pickup as needed, including church fair and special events within the Village.

SECTION 3. Within thirty (30) day after the granting of the franchise, Randall S. Porter dba Porter's Rolloff and Disposal shall publish a pickup schedule showing on what days each street and section of the municipality shall be serviced. This schedule shall also be furnished to the Fiscal Officer of the Village of Ottoville, Ohio, for display within the municipal building.

SECTION 4. Randall S. Porter dba Porter's Rolloff and Disposal will remove all trash, garbage, refuse, and rubbish from a point immediately adjacent to the street right-of-way on the premises of each occupant, owner, lessee, or person in charge on all residential property and from a reasonable point to be agreed upon between Randall S. Porter dba Porter's Rolloff and Disposal and the customer in the commercial area, from all multi-unit dwellings, trailers, and commercial establishments within the boundaries of the Village of Ottoville, Ohio and shall return any containers used by the occupant, owner, lessee, or person in charge, to that place on the premises where originally found at the time of the pickup.

SECTION 5. Garbage is defined as putridinous or nonputridinous waste, excluding body wastes, and Randall S. Porter dba Porter's Rolloff and Disposal shall not be required to pick up earth, rock, or construction materials, such as would accumulate during construction or remodeling of homes or other property.

SECTION 6. Occupant, owner, lessee, or person in charge shall place all garbage to be collected in covered waterproof containers, or not more than fourth (40) gallons. All trash, refuse, and rubbish shall be tied in bundles or boxed so that it is easily handled, and said bundles or boxes shall weigh no more than fifty (50) pounds each. Randall S. Porter dba Porter's Rolloff and Disposal is not compelled to handle containers alternatively used for burning or storage.

SECTION 7. Randall S. Porter dba Porter's Rolloff and Disposal shall use covered-type trucks for all removals, except for heavy brush, rocks, old furniture and other similar large objects which cannot be removed by the use of covered-type trucks.

SECTION 8. Prior to commencing services pursuant to this ordinance Randall S. Porter dba Porter's Rolloff and Disposal shall furnish to the Village Fiscal Officer liability insurance for personal injury and property damage in the aggregate amount of Two Million (\$2,000,000.00) Dollars; which will also have appropriate clauses therein protecting and indemnifying the Village against any liability for damage, or otherwise, created by negligence, carelessness and /or recklessness of Randall S. Porter dba Porter's Rolloff and Disposal or any of his employees while carrying out the terms of this franchise, and Randall S. Porter dba Porter's Rolloff and Disposal at all times, as part of the consideration hereof, shall hold said Village free and clear of such claims or damages. Randall S. Porter dba Porter's Rolloff and Disposal is in no way the agent or employee of the Village, but shall be, and is an independent contractor. Randall S. Porter dba Porter's Rolloff and Disposal shall provide to the Fiscal Officer of the Village a copy of his insurance documents at the time of the granting of this franchise.

SECTION 9. Randall S. Porter dba Porter's Rolloff and Disposal shall give a performance bond in the amount of \$15,000.00 to the satisfaction of the Village, conditioned upon his faithful performance of the terms of this franchise.

SECTION 10. Randall S. Porter dba Porter's Rolloff and Disposal will charge \$12.95 per month for each home and apartment unit of a multi-dwelling, and each trailer serviced under this contract, and further agrees to bill each occupant, owner, lessee, or person in charge at regular intervals, and further agrees to establish to the satisfaction of the Village Fiscal Officer a billing system for the collection of same. The above rate shall be for not more than two containers per week, and the rates for additional service shall be by agreement between Randall S. Porter dba Porter's Rolloff and Disposal and the customer. Rates may be negotiated between Council and Randall S. Porter dba Porter's Rolloff and Disposal during the term or any extension hereof if landfill rates and /or labor rates potentially warrant such an increase.

SECTION 11. Randall S. Porter dba Porter's Rolloff and Disposal will charge \$40.84 for 2 yard, \$51.52 for 3 yard, \$68.69 for 4 yard \$103.03 for 6 yard per month, for all commercial service to be picked up once per week. Biweekly pick up must be made available. Randall S. Porter dba Porter's Rolloff and Disposal further agrees to bill each commercial establishment at regular intervals and further agrees to establish to the satisfaction of the Village Fiscal Officer a billing system of the collection of same.

SECTION 12. Other rates and terms of this contract are contained in Exhibit A, attached hereto and incorporated herein.

SECTION 13. Randall S. Porter dba Porter's Rolloff and Disposal shall permit the Fiscal Officer of the Village to inspect his books, concerning services performed in the Village, at any time during regular business hours.

SECTION 14. Randall S. Porter dba Porter's Rolloff and Disposal shall establish a local business address and telephone number, which shall be in operation a minimum of four (4) hours per day, to answer inquiries regarding the services rendered.

SECTION 15. If at any time, in the opinion of the Council of the Village of Ottoville, Ohio, Randall S. Porter dba Porter's Rolloff and Disposal fails to perform in accordance with this contract, the Council may cancel this franchise by giving written notice to Randall S. Porter dba Porter's Rolloff and Disposal and said cancellation shall take effect thirty (30) days after notification is mailed by the Village Fiscal Officer.

SECTION 16. A violation of this ordinance shall constitute a misdemeanor of the fourth degree, punishable by a fine of up to \$250.00 and jail time of no more than 30 days. For each offense, each subsequent offence shall be a misdemeanor of the third degree, punishable by up to 60 days in jail and a fine not to exceed \$500.00.

SECTION 17. This ordinance is hereby declared to be an emergency measure in that the health, safety, and general welfare of the residents of the Village of Ottoville, Ohio, require the immediate passage of this franchise ordinance to provide for the pickup of garbage and refuse within the Village to prevent a complete breakdown in sanitation and shall go into force and effect immediately upon its passage.

Dated: December 22, 2009

ATTEST:

APPROVED:

Fiscal Officer for the Village of Ottoville

Mayor for the Village of Ottoville