

VILLAGE OF OTTOVILLE, OHIO

RESOLUTION NO. 2012-18

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 17th day of September, 2012, the Council of the Village of Ottoville, Ohio, accepted the quote of Ryan Lassiter dba REAL Waste Disposal, LLC, 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 November 23, 2012 until November 23, 2013, with an option for a three (3) year renewal thereafter; and

WHEREAS, it is the desire of the Village of Ottoville, Ohio, to grant an exclusive franchise to said Ryan Lassiter dba REAL Waste Disposal, LLC, 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. Ryan Lassiter dba REAL Waste Disposal, LLC 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 one (1) year commencing on the 23rd day of November, 2012, and ending the 23rd day of November, 2013. Ryan Lassiter dba REAL Waste Disposal, LLC shall apply for a permit allowing Ryan Lassiter dba REAL Waste Disposal, LLC 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 Ryan Lassiter dba REAL Waste Disposal, LLC 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. Service on Monday, Wednesday and Friday of each week is required for Ottoville Local Schools. Refuse hauler must supply commercial dumpsters and provide emergency pickup as needed, including Immaculate Conception Church Fair, Ottoville Park Carnival, and other special events within the Village.

SECTION 3. Within thirty (30) day after the granting of the franchise, Ryan Lassiter dba REAL Waste Disposal, LLC 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. Ryan Lassiter dba REAL Waste Disposal, LLC 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 Ryan Lassiter dba REAL Waste Disposal, LLC 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 Ryan Lassiter dba REAL Waste Disposal, LLC 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. Ryan Lassiter dba REAL Waste Disposal, LLC is not compelled to handle containers alternatively used for burning or storage.

SECTION 7. Ryan Lassiter dba REAL Waste Disposal, LLC 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 Ryan Lassiter dba REAL Waste Disposal, LLC 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 Ryan Lassiter dba REAL Waste Disposal, LLC or any of his employees while carrying out the terms of this franchise, and Ryan Lassiter dba REAL Waste Disposal, LLC at all times, as part of the consideration hereof, shall hold said Village free and clear of such claims or damages. Ryan Lassiter dba REAL Waste Disposal, LLC is in no way the agent or employee of the Village, but shall be, and is an independent contractor. Ryan Lassiter dba REAL Waste Disposal, LLC shall provide to the Fiscal Officer of The Village of Ottoville a copy of his insurance documents at the time of the granting of this franchise.

SECTION 9. Ryan Lassiter dba REAL Waste Disposal, LLC shall give a performance bond in the amount of \$15,000.00 to the satisfaction of The Village of Ottoville, conditioned upon his faithful performance of the terms of this franchise.

SECTION 10. Ryan Lassiter dba REAL Waste Disposal, LLC will charge \$43.35 per quarter without cart supplied and \$50.85 per quarter with cart supplied 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 Ryan Lassiter dba REAL Waste Disposal, LLC and the customer. Rates may be negotiated between Council of the Village of Ottoville and Ryan Lassiter dba REAL Waste Disposal, LLC during the term or any extension hereof if landfill rates and /or labor rates potentially warrant such an increase.

SECTION 11. Ryan Lassiter dba REAL Waste Disposal, LLC 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. Service on Monday, Wednesday and Friday of each week is required for Ottoville Local Schools. Ryan Lassiter dba REAL Waste Disposal, LLC 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. Ryan Lassiter dba REAL Waste Disposal, LLC 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 13. Ryan Lassiter dba REAL Waste Disposal, LLC 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 14. If at any time, in the opinion of the Council of the Village of Ottoville, Ohio, Ryan Lassiter dba REAL Waste Disposal, LLC fails to perform in accordance with this contract, the Council of the Village of Ottoville may cancel this franchise by giving written notice to Ryan Lassiter dba REAL Waste Disposal, LLC and said cancellation shall take effect thirty (30) days after notification is mailed by the Village Fiscal Officer.

SECTION 15. 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 16. This Resolution 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 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: October 22, 2012

ATTEST:

APPROVED:

Jeanne M. Wannemacher
Fiscal Officer for the Village of Ottoville

Ronald N. Miller
Mayor for the Village of Ottoville