

ORDINANCE NO. 175

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

WHEREAS on the 2nd day of February 1981

the council of the village of Ottoville, Ohio, accepted the bid, after advertising for same, of Leonard Hilvers for the collection of garbage, trash, rubbish and refuse from the residential and commercial areas of the Village of Ottoville, Ohio, for three years commencing February 1, 1981.

_____, _____ and _____.

WHEREAS, it is the desire of the Village of Ottoville, Ohio, to grant an exclusive franchise to said Leonard Hilvers under certain terms and conditions.

NOW, THEREFORE, Be it Ordained by the Council of the Village of Ottoville, State of Ohio:

SECTION I. Leonard Hilvers be, and he hereby is granted an exclusive franchise to collect garbage, trash, refuse, and rubbish within the Village of Ottoville, Ohio, for a period of three years commencing on the 1st day of February 1981 and ending on the 1st day of February 1984 with an option with the said Leonard Hilvers only, for an additional term of 3 years upon the same terms and conditions of this ordinance.

SECTION II. All trash, garbage, refuse and rubbish shall be removed by Leonard Hilvers 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 refuses to accept said services.

SECTION III. Within thirty (30) days after the granting of this franchise Leonard Hilvers shall publish a pick-up schedule showing on what days each street and section of the municipality shall be serviced. This schedule shall also be furnished to the Clerk of the Village of Ottoville, Ohio, for display within the municipal building.

Post Till 2-20-81

SECTION IV. Leonard Hilvers will remove all trash, garbage, refuse and rubbish from a point immediately adjacent to 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 Leonard Hilvers and the customer in the commercial area, from all multi-units dwellings, trailers and commercial establishments within the boundaries of the Village of Ottoville 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 pick-up.

SECTION V. Garbage is defined as put redinous or non- put redinous waste, excluding body wastes; and the Leonard Hilvers 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 VI. Occupant, owner, lessee, or person in charge shall place all garbage to be collected in covered water-proof containers, or not more than twenty (20) 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. Leonard Hilvers is not compelled to handle containers alternately used for burning or storage.

SECTION VII. Leonard Hilvers 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 truck.

SECTION VIII. Leonard Hilvers shall furnish liability insurance in the amount of Three Hundred Thousand (\$300,000.00) Dollars against personal injury, and at least Ten Thousand (\$10,000.00) Dollars against property damage which will also have appropriate clauses therein protecting and indemnifying the Village against any liability for damage, or otherwise, created by the negligence, carelessness and/or

recklessness of Leonard Hilvers or any of his employees while carrying out the terms of this franchise and Leonard Hilvers at all times, as part of the consideration hereof, shall hold said Village free and clear of such claims or damages. Leonard Hilvers is in no way the agent or employee of the Village, but shall be, and is, an independent contractor. Leonard Hilvers shall make his insurance documents available for inspection at the time of the granting of this franchise, to enable the Village to assure that appropriate provisions are included, as noted above.

SECTION IX. Leonard Hilvers shall give a performance bond in the amount of Five Thousand (\$5,000.00) Dollars to the satisfaction of said Village, conditioned upon his faithful performance of the terms of this franchise, or; in lieu thereof, a Saving Certificate in the amount of One Thousand (1,000.00) Dollars made out to both parties, The Village of Ottoville and Leonard Hilvers deposited with the Village Clerk, under the same terms and conditions.

SECTION X. Leonard Hilvers will charge \$4.00 per month for each home, and \$4.00 per month for each apartment, each 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 Clerk 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 Leonard Hilvers and the customer. Rates to be negotiated between Council and holder of contract during contract agreement if land fill rates and/or labor rates deem it necessary.

SECTION XI. Leonard Hilvers will charge a reasonable rate to be agreed upon between himself and the customer, for all commercial service and in the event the said Leonard Hilvers and the customer are unable to agree on a reasonable rate then a rate shall be determined by the council of the Village of Ottoville by entering the same in the minutes of the corporation.

Leonard Hilvers further agrees to bill each commercial establishment at regular intervals and further agrees to establish to the satisfaction of the Village Clerk a billing system for the collection of same.

SECTION XII. Leonard Hilvers shall permit the Clerk of the Village to inspect his books concerning services performed in the Village, at any time during regular business hours.

SECTION XIII. Leonard Hilvers 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 XIV. If at any time, in the opinion of the Council of the Village of Ottoville, Ohio, Leonard Hilvers fails to perform in accordance with this contract, the Council may cancel this franchise, by giving written notice to Leonard Hilvers and said cancellation shall take effect thirty (30) days after notification is mailed by the Clerk.

SECTION XV. In the event Leonard Hilvers dies, or for any reason becomes physically or mentally incapacitated, to the point where he is unable to perform the terms and conditions of this franchise, then this franchise ordinance may, at his option, be forfeited, and he shall not be liable therefore under the performance bond required by Section IX to be filed herein.

SECTION XVI. 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 pick-up of garbage and refuse within the village and to prevent a complete break down in sanitation and shall go into force and effect immediately upon its passage.

PASSED: February 2, 1981

APPROVED: MAYOR Jerry A. Wohlbein

ATTEST: CLERK Richard J. Wurst