

ORDINANCE NO. 268

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 4th day of March, 1996, the Council of the Village of Ottoville, Ohio, accepted the quote of John L. Turnwald, Jr. for the collection of garbage, trash, rubbish, and refuse from residential and commercial users of the Village of Ottoville, Ohio, for three years commencing March 5, 1996.

WHEREAS, it is the desire of the Village of Ottoville, Ohio, to grant an exclusive franchise to said John L. Turnwald, Jr. under certain terms and conditions.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of Ottoville, State of Ohio:

Section 1. John L. Turnwald, Jr. 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 5th day of March, 1996, and ending the 1st day of March, 1999, with an option with the said John L. Turnwald, Jr. only, for an additional term of three years upon the same terms and conditions of this ordinance.

Section 2. All trash, garbage, refuse, and rubbish shall be removed by John L. Turnwald, Jr. 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 3. Within thirty (30) days after the granting of the franchise, John L. Turnwald, Jr. 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 Clerk of the Village of Ottoville, Ohio, for display within the municipal building.

Section 4. John L. Turnwald, Jr. 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 John L. Turnwald, Jr. 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 pickup.

Section 5. Garbage is defined as putredinous or nonputredinous waste, excluding body wastes, and John L. Turnwald, Jr. 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 water-proof containers, of 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. John L. Turnwald, Jr. is



not compelled to handle containers alternately used for burning or storage.

Section 7. John L. Turnwald, Jr. 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. John L. Turnwald, Jr. 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 negligence, carelessness and/or recklessness of John L. Turnwald, Jr. or any of his employees while carrying out the terms of this franchise, and John L. Turnwald, Jr. at all times, as part of the consideration hereof, shall hold said Village free and clear of such claims or damages. John L. Turnwald, Jr. is in no way the agent or employee of the Village, but shall be, and is an independent contractor. John L. Turnwald, Jr. 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 9. John L. Turnwald, Jr. 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 John L. Turnwald, Jr., deposited with the Village Clerk, under the same terms and conditions.

Section 10. John L. Turnwald, Jr. will charge \$10.00 per month for each home, and \$10.00 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 John L. Turnwald, Jr. and the customer. Rates may be negotiated between Council and holder of contract during the term or any extension hereof if landfill rates and/or labor rates warrant such an increase.

Section 11. John L. Turnwald, Jr. will charge a reasonable rate to be agreed upon between himself and the customer for all commercial service, and in the event the said John L. Turnwald, Jr. 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. John L. Turnwald, Jr. 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 12. John L. Turnwald, Jr. 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 13. John L. Turnwald, Jr. 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, John L. Turnwald, Jr. fails to perform in accordance with this contract, the Council may cancel this franchise by giving written notice to John L. Turnwald, Jr. and said cancellation shall take effect thirty (30) days after notification is mailed by the Clerk.

Section 15. In the event John L. Turnwald, Jr. 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 therefor under the performances bond required by Section 14 to be filed herein.

Section 16. 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 and to prevent a complete breakdown in sanitation and shall go into force and effect immediately upon its passage.

Date Passed:

Mar. 4, 1996

ATTEST:

APPROVED:

Virginia M. Kurinnet  
Clerk-Treasurer

Judy M. Wannemach  
Mayor