

VILLAGE OF OTTOVILLE, OHIO

ORDINANCE NO. 315

**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 AND REPEALING ORDINANCE NO. 268.**

WHEREAS, on the 13th day of February, 2002, the Council of the Village of Ottoville, Ohio, accepted the quote of Porter Sanitation, Ltd. 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 March 4, 2003; and

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

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

SECTION 1. Porter Sanitation, Ltd. 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 5<sup>th</sup> day of March 2002, and ending the 4<sup>th</sup> day of March, 2003, with an option for an additional term of one (1) year upon the same terms and conditions of this ordinance.

SECTION 2. All trash, garbage, refuse, and rubbish shall be removed by Porter Sanitation, Ltd. 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.

SECTION 3. Within thirty (30) days after the granting of the franchise, Porter Sanitation, Ltd. 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. Porter Sanitation, Ltd. 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 Porter Sanitation Ltd. and the customer in the commercial area, from all multi-unit 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 Porter Sanitation, Ltd. 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, of not more than forty (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. Porter Sanitation, Ltd. is not compelled to handle containers alternatively used for burning or storage.

SECTION 7. Porter Sanitation, Ltd. 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. Porter Sanitation, Ltd. shall furnish 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 Porter Sanitation, Ltd. or any of his employees while carrying out the terms of this franchise, and Porter Sanitation, Ltd. at all times, as part of the consideration hereof, shall hold said Village free and clear of such claims or damages. Porter Sanitation, Ltd. is in no way the agent or employee of the Village, but shall be, and is an independent contractor. Porter Sanitation, Ltd. shall provide to the Clerk of the Village a copy of his insurance documents at the time of the granting of this franchise.

SECTION 9. Porter Sanitation, Ltd. shall give a performance bond in the amount of 15000.00 Dollars to the satisfaction of the Village, conditioned upon his faithful performance of the terms of this franchise.

SECTION 10. Porter Sanitation, Ltd. will charge \$9.50 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 clerk a billing system for the collection of same. The first month's service shall be free. The above rate shall be for not more than two containers per week, and the rates for additional service shall be by agreement between Porter Sanitation, Ltd. and the customer. Rates may be negotiated between Council and Porter Sanitation, Ltd. during the term or any extension hereof if landfill rates and/or labor rates potentially warrant such an increase.



SECTION 11. Porter Sanitation, Ltd. will charge a reasonable rate to be agreed upon between himself and the customer for all commercial service, and in the event the said Porter Sanitation, Ltd. 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. Porter Sanitation, Ltd. 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 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. Porter Sanitation, Ltd. 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 14. Porter Sanitation, Ltd. 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, Porter Sanitation, Ltd. fails to perform in accordance with this contract, the Council may cancel this franchise by giving written notice to Porter Sanitation, Ltd. and said cancellation shall take effect thirty (30) days after notification is mailed by the Clerk.

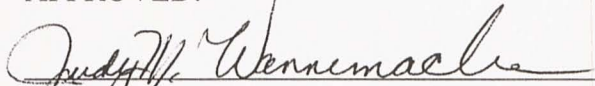
SECTION 16. This ordinance is hereby declared to be an emergency measure in that the health, safety, and general welfare of the residents of the Village of Ottoville, Ohio, require the immediate passage of this franchise ordinance to provide for the pickup of garbage and refuse within the Village and to prevent a complete breakdown in sanitation and shall go into force and effect immediately upon its passage.

Passed: 2-25-02

ATTEST:

  
Clerk for the Village of Ottoville

APPROVED:

  
Mayor for the Village of Ottoville

PORTER SANITATION, LTD.  
10491 Road 179  
Oakwood, OH 45873

## VILLAGE OF OTTOVILLE, OHIO

### BID SPECIFICATION SHEET

The following is a breakdown of the bid specifications which are required to be provided by any and all individuals interested in submitting a bid for the exclusive franchise for refuse hauling for the Village of Ottoville. The successful bidder must accept a minimum of 2 - 40 gallon cans of refuse per week from residential properties.

RESIDENTIAL PROPERTIES /MONTHLY RATE . . . . . \$9.50  
\*\*\*FIRST MONTH IS FREE

#### Additional Specifications

Daily for school-at your specified rate.

~~\$34.00~~ <sup>\$17.00 gw</sup>

Weekly/biweekly pick-up for commercial dumpsters.  
\*\*SEE BELOW

\$15.00 per cu. yd.

Refuse hauler must supply commercial dumpsters.

We Agree

Emergency pickup, including church fairs, and special events in town.  
\*\*NO CHARGE IF NON-PROFIT ORGANIZATION.

N/C

#### EXAMPLE OF COMMERCIAL DUMPSTER RATE:

3 Yard Dumpster - \$15.00 X 3 = \$45.00/Monthly Rate

Porter Sanitation Ltd.  
Randall Porter  
Randall S. Porter. Member