

RESOLUTION
ORDINANCE NO. 5-1966

VILLAGE OF CENTERVILLE, OHIO

AN EMERGENCY RESOLUTION GRANTING AN EXCLUSIVE FRANCHISE FOR RESIDENTIAL GARBAGE AND TRASH COLLECTION IN THE VILLAGE OF CENTERVILLE.

WHEREAS, this resolution constitutes an emergency measure for the immediate preservation of the public health and welfare by reason of the real and present emergency which has arisen due to the cessation of collection of residential garbage and trash effective October 28, 1966, by the former contractor, and

WHEREAS, it is necessary to obtain a new contractor for such purpose without delay in order to avoid any accumulation of residential garbage and trash in the Village, which accumulation would be highly detrimental and injurious to the health and welfare of all residents of the Village;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF CENTERVILLE, OHIO:

Section 1. The Mayor of the Village of Centerville, Ohio, is hereby authorized and directed to enter into an exclusive contract with ERNEST KENDER aka SANITARY REFUSE COLLECTION for a period of fifty-two (52) weeks beginning October 31, 1966, and ending October 27, 1967, for the collection of residential garbage and trash in the Village of Centerville, Ohio.

Section 2. Said exclusive contract shall contain the following terms and conditions, all of which are adopted herein for purposes of this Resolution:

1. As used herein, the following terms shall have the following meanings:

a. Dwelling Unit means a group of rooms or a single room occupied or intended for occupancy as separate living quarters by a person living alone or by a family or other group of persons living together.

b. Householder means an individual living in a dwelling unit.

c. Residential Garbage means all putrescible wastes, including but not limited to animal, fruit, fish, fowl or vegetable matter resulting from the preparation, use or cooking of food for consumption, and vegetable and animal offal and carcasses of dead animals, but excluding human excreta and other water

carried wastes. The term shall include only such substances from dwelling units.

d. Residential Rubbish means ashes, glass, crockery, tin cans, paper, boxes, rags, old clothing, grass and shrubbery cuttings and all other similar non-putrescible wastes. The term shall not include any materials such as earth, sand, brick, stone, plaster, furniture, household furnishings, or other similar substances that may accumulate as a result of construction operations or repairing or remodeling. The term shall include only such substances from dwelling units.

2. Exclusive Privilege. The Village grants to the Contractor the exclusive privilege of hauling residential garbage and rubbish over the streets of Centerville and no other persons or agency shall be permitted to collect such material from any residential producers in the Village of Centerville.

3. Equipment, Materials, Labor and Supplies to be Furnished. The Contractor shall furnish complete equipment, labor, materials and supplies and do all the work necessary to complete the contract.

4. Requirements as to Equipment. All collection vehicles provided by the Contractor for collection of garbage and rubbish under the contract shall be modern all steel enclosed packer type trucks, shall be easily cleanable and shall be approved by the Village. The Contractor shall provide apparatus and appliances for the thorough cleaning and purification of said vehicles and shall keep said vehicles in a clean and sanitary condition.

5. Terms of Contract. Work under this contract shall begin on October 31, 1966, and shall terminate October 27, 1967, unless the contract is terminated at an earlier date by the Village pursuant to the terms of the contract.

6. Frequency of Collection. All residential garbage and rubbish shall be collected once each week. One special collection for Christmas trees shall be made between January 2 and January 6.

7. Notice of Collection Schedules. It shall be the duty of the Contractor to notify each householder of the scheduled days of collection by publishing such days at least twice in a newspaper of general circulation. In the event of any subsequent change in collection dates, the Contractor shall notify each householder by mail at no extra charge.

8. Storage of Garbage and Rubbish.

a. Garbage Container. No householder shall permit to accumulate upon the premises any garbage, except in tight-covered containers. All garbage must be kept in not less than 10 gallon nor more than 35 gallon capacity, rust-resistant metal or plastic, watertight, non-absorbing, and easily washable containers, which are equipped with bail or handle. When practical, all garbage shall be drained of liquids and wrapped in papers. These containers shall be of adequate capacity and provided in sufficient number to hold all garbage that accumulates between collections. All containers shall be washed and treated with a disinfectant as often as necessary to prevent nuisance.

b. Rubbish Containers. All rubbish shall be stored in bushel baskets, or in reasonably tight and substantial dry containers of a size not to exceed 2-1/2 feet on any side, if a square or rectangular container is used, and not to exceed 2-1/2 feet in diameter, if a round container is used, and not to exceed 3 feet in depth from top to bottom. In no event shall the combined weight of container and contents exceed 75 pounds. Any rubbish container used and conforming with the specifications for garbage containers, as outlined in "a" above, shall be deemed a proper use and will conform to the specifications herein established for rubbish containers. The term "rubbish" shall not include any material such as earth, sand, brick, stone, plaster, or other similar substances that may accumulate as a result of construction operations or repair or remodeling of building. Furniture or household furnishings shall be broken down in a size that may be (1) placed in conforming containers or (2) be bundled as stipulated below.

All small boxes and containers should be placed in a large container to conform with the above stipulation.

Grass, shrubbery and tree cuttings shall be tied in bundles no more than 3 feet in diameter and 3 feet in length.

Containers, in order for the contents thereof to be collected, must be placed on the ground

floor level of or near each dwelling unit and the Contractor will collect from containers which will probably be placed at the rear of the dwelling unit but may be at any place in the vicinity of the dwelling unit. It will not be necessary to separate garbage from rubbish and the contractor will make a combined collection, except that any mixture shall be placed only in garbage containers conforming to the specifications as provided in paragraph "a" above.

9. Disposal. All garbage and rubbish collected by the Contractor shall be disposed of by means that meet applicable sanitary laws and regulations. The Contractor may conduct such operations at a location of its choosing. If the Contractor is required by any governmental authority to dispose of the materials which are the subject of this bid by incinerator methods, the contract will be renegotiated to reflect the difference between incineration costs and costs of other disposal methods being used by the Contractor.

The Contractor at no additional charge shall furnish the site for disposal and all disposal equipment.

10. Employees. The Contractor agrees that upon representation by the Village that in case of his employees actually engaged in such collection prove unsatisfactory to the Village, in the sole discretion of the Village, the Contractor will upon written notice thereof discharge such employees and replace them.

All employees of the Contractor actually engaged in such collection shall wear uniforms approved by the Village.

11. Care and Diligence. The Contractor shall exercise all reasonable care and diligence in handling of householders' containers. The Village will cooperate in requiring residents to provide and maintain suitable containers, and the Contractor must exercise due care in preventing damage thereto and shall replace cans in the same place from which they were taken, in an erect position with the lids thereon. The Contractor must report to the proper Village official any violation of garbage and rubbish ordinances or any unsanitary conditions.

12. Service and Complaints. The Contractor shall maintain an office at 5560 FAIR VALLEY RD, DAYTON, OHIO, or at such other convenient place as may be agreed upon by the Village and the Contractor for the receipt of service calls or complaints between the hours of 7:00 A.M. and 5:00 P.M. Monday through Friday. Any complaints

must be given prompt and courteous attention, and in case scheduled collections are missed the Contractor shall investigate and shall arrange for pick-up of said residential garbage or rubbish within 24 hours after the complaint is received.

Should the Contractor fail wholly to collect or remove or properly dispose of residential garbage and rubbish as provided for a period of ten (10) days, the Village may, at its option, cause such refuse to be collected and disposed of and any and all expense incurred by the Village may be charged against the Contractor.

13. Fee Payment. The Contractor shall collect from each dwelling unit served the monthly rates as specified herein. Contractor may require householders to pay on a quarterly or monthly basis by the 10th day of the following month at the office of the Contractor hereinafter described. The householder shall have the option to pay any number of months in advance. If a householder does not pay two successive monthly payments, the Contractor may terminate the service of such householder.

Where two or more families are located at the same address, separate containers must be used and separate collection fees must be paid by each family, subject to discount provisions set out below.

The rate for a single dwelling unit, as defined herein, shall be \$1.90 per month, except that multiple dwelling unit buildings not including two family units, shall be granted a 20% discount per dwelling unit.

14. Indemnification, Workmen's Compensation and Insurance. The Contractor shall indemnify the Village and hold it harmless against all claims for damages or injuries in connection with this contract. The Contractor shall obtain Workmen's Compensation coverage, Public Liability Insurance and Property Damage Insurance, for all claims which may arise in connection with this contract. All such insurance to remain in full force and effect throughout the term of the contract, and Contractor shall furnish Village with a certificate of such coverage. Such Public Liability and Property Damage Insurance shall be in the following amounts:

Public Liability Insurance in an amount not less than \$100,000.00 for injuries, including accidental death, to any one person, and, subject to the same limit for each person, in an amount not less than \$300,000.00, on account of one accident, and Property Damage Insurance

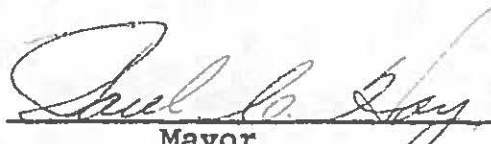
in an amount not less than \$10,000.00 for each accident, \$50,000.00 aggregate.

15. Bond by the Contractor. The Contractor shall furnish a bond satisfactory to the Village for faithful performance of the within contract in the sum of \$ 1000.00 . In the event of a breach of contract by the Contractor, said bond shall be forfeited as liquidated damages for failure of performance, it being recognized by the Contractor and the Village that the Village will sustain damages by such a breach which are not capable of being accurately ascertained.

16. Assignment. The Contractor will not be permitted to assign the proposed contract or any part thereof without first having obtained the written approval of the Village and the assignment of the proposed contract, or any part thereof, will not relieve the Contractor of any of his liabilities under the terms of the proposed contract.

Section 3. For the reasons stated in the preamble hereto, which is made a part hereof, this resolution is hereby declared to be an emergency measure and shall take effect and be in force from and after its passage and approval by the Mayor.

Passed this 29th day of October, 1966.



Mayor

ATTEST:



Clerk-Treasurer