

**VILLAGE OF ELMORE
ORDINANCE NO. 16-24**

**AN ORDINANCE ADOPTING
AND
APPROVING A NEW CHAPTER 955,
GARBAGE & REFUSE COLLECTION,
OF THE ELMORE CODIFIED ORDINANCES**

WHEREAS, the Village of Elmore Council has reviewed a new Chapter 955, Garbage & Refuse Collection; and,

WHEREAS, the Council is also recommending the adoption of Chapter 955, Garbage & Refuse Collection,

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF ELMORE, OTTAWA COUNTY, OHIO THAT:

Section 1. The Council agrees that Chapter 955, Garbage & Refuse Collection, as previously adopted is hereby revoked and that Chapter 955, as set out in the attachment hereto, is hereby adopted.

Section 2. That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council and any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

Section 3. This Ordinance shall be in full force and effect from the earliest time allowed by law.

Hazardous materials will be disposed of in accordance with ORC 3734, Solid and Hazardous Wastes

955.01 BRUSH AND LANDSCAPE WASTE

(a) Landscape waste means any plant waste material, except garbage, including trees, tree trimmings, branches, stumps, brush, weeds, leaves, grass, shrubbery, yard trimmings and crop residues.

(b) Brush waste pickup by the Village will be once a month at your residence and will only be from the boulevard or alley. Total waste will be limited to six cubic yards per month per residence. Brush waste is limited to brush, tree trimmings, and branches. All other landscape waste is to be removed by the resident and disposed of properly. (Approximately one single axle dump truck load). If requested, any additional loads will be picked up at fifty dollars (\$50.00) per load. If an act of nature were determined to be the reason for additional pickups during a month, the fee's may be waived accordingly.

(c) Riverbend Park will be the facility area used for the disposal of brush and landscape waste for the Village of Elmore and Harris Township residents.

(d) No commercial contractor may dispose of any brush and landscape waste at Riverbend Park unless obtain written authorization from the Mayor or designee. The Mayor or designee may impose a fee of up to fifty dollars (\$50.00) per load per one single axle dump truck load for this service.

(d) Whoever violates this section shall be guilty of a minor misdemeanor.

955.02 RESIDENTIAL GARBAGE AND REFUSE COLLECTION.

(a) "Garbage" means all rejected, abandoned or discarded household waste, either animal or vegetable, wearing apparel, sweepings, and all other refuse matter capable of consumption by fire, except ashes.

(b) On and after the first day of August 2024, garbage, refuse, cans, brush, junk, and the like shall be collected by an authorized person or persons under the provisions of a contract and the rules and regulations as hereinafter provided.

(c) Such contract for the collection and removal of garbage and refuse shall be entered into only after duly advertising for bids for such service in accordance with the regulations hereinafter enacted and adopted and the Village Administrator is authorized and directed to advertise for bids in accordance with the laws of Ohio.

(d) The charges for the services to be rendered in the collection and removal of such refuse and garbage shall be determined for residential stops on the basis of the bids therefore made by the successful bidder, as Council shall hereafter determine.

(e) Beginning in January 2026, A Refuse Collection Fee is hereby imposed upon and shall be collected from every person in charge of every single and two-family dwelling in the Village of Elmore at a rate of six dollars and seventy-five cents per month (\$6.75). Beginning in January 2027, said rate will be fourteen dollars and four cents (\$14.04). This will be billed through the utility billings per month. This fee will be charged to each unit of the address on file.

(d) The Village shall employ the successful bidder as its garbage and refuse collector for a period of five years from the date of any such contract. Such contract may be extended on a year-to-year basis after the expiration thereof, provided that in such event,

either the Village or the successful bidder may terminate the contract upon giving written notice thirty days or more before the commencing of a new year thereunder.

(e) The following is established as the rules and regulations for the collection and disposition of such garbage and refuse, the charges therefor and the payment thereof, to-wit:

- (1) The Village shall pay the collector/contractor for the satisfactory performance of his duties, the amounts as specified in the successful bid.
- (2) The collection shall be paid as follows: An agreed amount per month, within six months of the contract, the parties to the contract shall then determine the number of residential stops actually made and an adjustment shall be made on the amount which the collector/contractor has been paid, which amount shall be revised upwards or downwards according to the numbers of actual stops.
- (3) Commercial accounts shall be handled on an individual basis and are not part of the Village garbage contract. Commercial stops are hereby defined to be those such as restaurants, schools, automotive service stations, groceries, churches and the like, each of which will use more than one 96-gallon container weekly.
- (4) Refuse to be collected hereunder shall be drained of surplus water before being deposited in containers. The contractor shall not be required to handle or collect refuse if any receptacle exceeds 96 gallons in capacity or 100 pounds in weight, or if the receptacles have any defect likely to injure or hamper the contractor or his employees in handling the same.
- (5) The successful bidder/contractor shall remove all refuse and garbage collected by him in a vehicle which shall be kept completely covered at all times except when being loaded or unloaded and shall dispose of such refuse at times and places which shall not constitute a public or private nuisance or be dangerous to the public health. The contractor shall provide his own disposal site.
- (6) Any contract entered into by the Village shall contain a provision providing for the rescission thereof upon failure of the contractor to make collection calls regularly or to collect, remove or dispose of the refuse and garbage in a manner satisfactory to the Council, and in accordance with the laws of Ohio and this section.
- (7) Provisions shall be made in any collection contract providing for liquidated damages due from the contractor for any period during which the Village may be without refuse collection services due to the default of the contractor

(f) Container Requirements. The collection of refuse, recyclables and yard waste will be by contractor supplied 95 - or 64-gallon wheeled carts. Such receptacles shall be of plastic or other durable material; shall be equipped with lids and handles on the sides thereof. Trash and food waste should be contained in trash bags and not loose in the contractor provided cart (necessary to eliminate blowing papers and to minimize wild animal attractiveness).

955.03 TIMES FOR PLACING GARBAGE AT PICK-UP SITES.

(a) All trash, garbage and refuse shall be collected on the property and stored in a safe manner by the resident until such time as it is placed at the pick-up site. All approved containers may be placed at the designated collection point no sooner than 5:00 p.m. the day prior to collection. All approved containers and material shall be placed outside of any fence or other barrier along the curb or the property line, pavement or alleyway accessible to the contractor with the lids opening toward the street with a minimum of three (3) feet between each container and other objects. The cart shall not be restricted by snow or other debris that will impact the contractor's ability to collect and empty the cart. All refuse will be collected once a week at an agreed upon time with the contractor.

(b) All refuse containers and discarded items not removed by the refuse hauler, shall be removed from pick-up site no later than twenty-four hours after scheduled pickup.

(c) Whoever violates this section shall be guilty of a minor misdemeanor.

955.04 BULK ITEM TRASH.

(a) The Village shall hold a bulk item trash day on the second Saturday of the month from 8:30 – 12:30 or sooner if the bulk trash container is full beforehand. Village of Elmore residents are permitted to bring one single axle pickup load (32 Cu. Ft) even with the sides of bulk trash per day. The attendant has the right to turn individuals away based on the amount of trash or source of trash in the vehicle at the time of disposal. The charges for the services to be rendered in the collection and removal of such refuse and garbage shall be paid out of and until at such time the Village waste management levy has expired in December 2027.

(b) The words "bulk item" as used herein means and includes but not limited to: White goods (non-commercial washer, dryer, hot water tank, dishwasher, stove, freon items (all freon removed via a certified HVAC personnel), refrigerators with doors removed, humidifiers and dehumidifiers), furniture (tables, chairs, sofa love seat, etc., upholstered items must be wrapped in plastic and sealed with duct tape), bed frames, mattress and box spring (wrapped in plastic and sealed with duct tape), bicycles, carpet and padding (must be dry, rolled and tied in 4 ft. sections no heavier than 50 lbs. with 6 rolls equaling one bulk item), non-riding lawn mowers (must be drained of oil and gas), storm doors and windows (glass must be broken out of frame and placed in hard containers or small box taped and marked "Broken Glass"), swing sets (broken down with no poles over 6 ft. and concrete bases removed), toilets, sinks, vacuum cleaners. Electronic equipment can be received during this pickup period and will be recycled accordingly.

(c) Bulk items per household will be allowed to be placed for collection each week at the designated collection point at their residence with a tag attached and \$10.00 fee paid to the Village accordingly. All refuse containers and discarded items not removed by the refuse hauler shall be removed from the pick-up site no later than twenty-four hours after scheduled pickup.

(d) Paint cans shall have paint dried out of any leftover latex paint. Drying agents can be used in the process. These agents include but are not limited to saw dust or cat litter. Once the paint is dried, put the lid back on the container. Paint can then be placed in the trash bag or trash container.

(e) The Village of Elmore does have an oil disposal container available for the Village of Elmore residents. This container can be used for the disposal of motor oil and grease. Any leftover containers used to transport the disposed of oil is the responsibility of the owner to dispose of properly. This area will remain open from dawn to dusk for this service.

(f) Whoever violates this section shall be guilty of a minor misdemeanor.

PASSED:

To Pass

Yeas 5 Nays 0

Date: July 8, 2024

[Signature]
PRESIDENT OF COUNCIL

Approved: [Signature]
MAYOR

[Signature]
FISCAL OFFICER

FISCAL OFFICER' CERTIFICATION AS TO PUBLICATION

This is to certify that publication of the foregoing Ordinance was duly made as provided in the Ohio Revised Code by publication in a newspaper of general circulation in Elmore, Ohio on the following date(s): July 13, 2024

[Signature]
Fiscal Officer

FISCAL OFFICER CERTIFICATES AS TO AUTHENTICITY

I hereby certify the forgoing Ordinance is a true copy of the aforesaid Ordinance No. 16-2024 together with a true and accurate record of adoption by the Village of Elmore, Ohio

[Signature]
Fiscal Officer