ZOAR VILLAGE ZOAR, OHIO

**ORDINANCE 2018-18**

**A RESOLUTION GRANTING AN EXCLUSIVE FRANCHISE FOR THE COLLECTION OF RESIDENTIAL REFUSE WITHIN THE VILLAGE OF ZOAR, OHIO.**

Now, therefore, be it resolved by the Council of the Village of Zoar, Ohio as follows:

**SECTION I**

Kenstar Services L.L.C. shall enjoy exclusive right to collection or residential refuse within the Village of Zoar for a period of twenty-four months, beginning January 1, 2019 and ending December 31, 2020 subject to the provision of this Ordinance.

**SECTION II**

1. Material subject to collection pursuant to this contract shall include the following:
2. Household garbage and trash generated by household management;
3. Shrubbery, cuttings, tree trimmings, leaves, grass clippings and garden waste;
4. Old appliances, furniture, and other small household items;
5. The following items shall not be subject to collection pursuant to this contract:
6. Materials resulting from construction, demolition, reconstruction, or remodeling of structure fixed or located on real estate, including sidewalks, and driveways;
7. Trees, except for tree trimming as indicated above;
8. Junk vehicles as defined by Village or State law;
9. Tires
10. Household Hazardous Waste as defined by the Joint County Recycling District, i.e.,

(antifreeze, motor oil, gasoline, mercury containing items, propane tanks, fluorescent bulbs, pesticides, cleaning agents, batteries, and electronics).

**SECTION III**

PACKING AND CONTAINERS

Refuse shall be collected on Wednesday of each week.

All refuse shall be placed at the curb or pavement edge adjacent to the property, along the nearest village street or alley. No refuse shall be placed in or otherwise obstruct a village street or alley. A maximum size of 30 gal containers will be used, with a maximum of four (4) containers per week to be collected.

All refuse shall be collected on the same day designated for collection (Wednesday for this contract); however, if the Collector cannot remove large items such as appliances and furniture during regular collection, the collector shall remove such items within one day of the regular collection day. If the collection shall fall on a Holiday, collection shall be made on the following day.

**SECTION IV**

Each resident in the Village shall be charged the sum of $14.00 per month for refuse collection. Such charges shall be billed and paid as determined by the Collector. If collector containers are requested a $2.00 per month additional charge will apply. Containers shall be an earth-tone color.

**SECTION V**

This contract shall not be assignable without the consent of the Village of Zoar.

**SECTION VI**

The collector shall provide residents and Village Officials with an address and telephone number which will allow questions and complaints to be made to the Collector, between the hours of 9:00AM and 5:00PM Monday through Friday. The Collector shall respond to complaints and question within twenty-four hours.

**SECTION VII**

PROHIBITIONS AND PENALTIES

1. Upon signing of this Ordinance, no person or company other than Kenstar LLC shall collect residential refuse (as defined in section II, A.) within the Village of Zoar, Ohio for any compensation;
2. No person who is not a resident of the Village of Zoar shall place refuse within the Village of Zoar for collection under the provisions of this Ordinance;
3. Violation of the provisions of this Ordinance shall constitute a misdemeanor, punishable upon conviction by a fine of no more than $100.

This Ordinance shall take effect at the earliest period allowed by law.

IN WITNESS whereof, the parties to this agreement have hereunto set their hand to this Agreement on

DATE

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Fiscal Officer, Village of Zoar Mayor, Village of Zoar

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KENSTAR SERVICES LLC, OWNER