

**ORDINANCE NO. 33-18**

**AN ORDINANCE AMENDING AND RESTATING CHAPTER 919 OF THE CODIFIED ORDINANCES OF THE CITY OF PORT CLINTON PROVIDING FOR CITY WIDE RESIDENTIAL GARBAGE AND RECYCLING SERVICES AND DECLARING AN EMERGENCY**

WHEREAS, Sections 715.43 and 3707.43 of the Ohio Revised Code authorize the City of Port Clinton to contract and provide for the collection and disposal of garbage and recyclable materials generated in the City; and

WHEREAS, the City previously adopted Chapter 919 of the Codified ordinances to provide for the collection and disposal of garbage generated in the City, and

WHEREAS, this council finds that Chapter 919 of the Codified Ordinances should be amended and updated as provided in this Ordinance, and

WHEREAS, this council finds and determines that it is in the best interest of the City and its residents that the City provide for the uniform collection and disposal of residential garbage and recyclables on a City wide basis for the Residential Units located in the City.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Port Clinton, County of Ottawa and State of Ohio:

**Section 1.** Section 919.01 of the Codified Ordinances as enacted by Ordinance 34-75 is hereby amended to read as follows:

919.01. It is the desire of the City Council to provide for the proper disposal of refuse and recycling of materials generated in the City to prevent the creation of a public nuisance, as well as to provide regulations for the same for the health, safety and welfare of the community

**Section 1.** Section 919.01 of the Codified Ordinances as enacted by Ordinance 34-75, is hereby amended to read as follows:

**919.01 DEFINITIONS.**

- a. "Bags" mean plastic stacks designed to store refuse with sufficient wall strength to maintain physical integrity when lifted by top. Total weight of a bag and its contents shall not exceed forty (40) pounds.
- b. "Bid" means a price submitted to the City in response to the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services as described in the Bid Documents.
- c. "Bid Bond" means a bond insuring the City and is issued to guarantee that if the Bid is accepted, a Contract for Residential Solid Waste Collection, Disposal and Recycling

Services will be entered into by the Bidder with the City.

- d. "Bidder" means a person, partnership, joint venture or corporation submitting a Bid to the City in response to the Invitation to Bid to provide Residential Solid Waste Collection, Disposal and Recycling Services.
- e. "Bid Documents" means the documents prepared and furnished by the City. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include: Legal Notice to Bidders, Instructions to Bidders, Bid Forms, Form of Contract and all attachments and Exhibits thereto.
- f. "Bid Form(s)" means the forms provided by the City in the Bid Documents on which all Bids must be submitted.
- g. "Bulky Waste" means any Solid Waste that is either, by weight or by volume, too large to be contained in a residential waste container and includes white goods, furniture, mattresses and other household items and appliances (i.e. stoves, water tanks, washing machines, refrigerators, etc).
- h. "Bundled" means tree, shrub, grass, branches, brush trimmings, yard waste securely or newspaper and magazines securely tied together forming an easily handled package not exceeding four (4) feet in length or forty-five (45) pounds in weight.
- i. "City" and "City Hall" means the City of Port Clinton, Ohio located at 1868 E. Perry Street, Port Clinton, Ohio 43452.
- j. "Collection Vehicles" mean those vehicles used by the Contractor to collect Solid Waste and Recyclable Materials.
- k. "Commencement Date" means the first day of the first week during which the Solid Waste Collection, Disposal and Recycling Services shall commence.
- l. "Commercial and/or Industrial Waste" means all garbage, refuse, rubbish, or solid waste of any kind generated in any business, commercial or industrial setting.
- m. "Construction Debris" means waste building material resulting from construction, remodeling, repair or demolition operations.
- n. "Container" means a receptacle with a capacity of greater than 20 gallons but less than 35 gallons constructed of plastic, metal, fiberglass, having handles of adequate strength for lifting and having a tight fitting lid capable of preventing entrance into the container by vector insects. The mouth of a container shall have a diameter greater than or equal to that of the base. The weight of a container and its contents shall not exceed sixty (60) pounds.
- o. "Container for Garbage, Rubbish & Yard Waste Collection" A receptacle with the

capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Garbage, Rubbish and Yard Waste and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 35 lbs. If contract is for "cart limited" material, only the amount of "non-excluded" waste being placed inside the container with the lid closed and maximum weight is 100#. Additional carts can be rented on a month to month basis.

- p. "Container for Recycling" A receptacle with the capacities designated on the exhibits hereto that is designed for the purpose of curbside collection of Recyclable Materials and is constructed of plastic, metal or fiberglass, having handles of adequate strength for lifting, and having a tight fitting lid. The mouth of a container shall have a diameter greater than equal to that of the base. The weight of a container and its contents shall not exceed 100 lbs.
- q. "Container Services" means the provision by the Contractor of rear or front load, roll-off containers and carts for the collection of Solid Waste and Recyclables at various municipal facilities and the regularly scheduled emptying of the containers as indicated in the Invitation to Bid.
- r. "Contract or Form of Contract" means the agreement for Residential Solid Waste Collection, Disposal and Recycling Services entered into by and between the Successful Bidder and the City.
- s. "Contractor" means the individual or entity selected as the Successful Bidder and executes the Contract to provide the Residential Solid Waste Collection, Disposal and Recycling Services.
- t. "Curb" and "Curbside" means that portion of the right-of-way adjacent to paved or traveled roadways, including the end of a driveway, curb line or alley line.
- u. "Dead Animals" mean animals or portions thereof that have expired from any cause, except those slaughtered or killed for human use.
- v. "Disposal Site" means a refuse depository designated by Contractor, including but not limited to sanitary landfill, transfer stations, incinerators and waste processing/separation centers licensed, permitted or approved by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals to receive for processing or final disposal of Waste Material refuse and dead animals.
- w. "Fuel Price Adjustment" means an increase or decrease, based on the procedure specified in the Contract, in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.
- x. "Garbage" means any and all dead animals, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packaging,

canning, storage, transportation, decay or decomposition of meats, fish fowl, birds, fruits, grains or other animal vegetable matter (including, but not by way of limitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of "bulky waste," "construction debris," "dead animals," "hazardous waste," "rubbish" and "stable matter."

- y. "Governmental Fees" means all federal, state and local fees, taxes and assessments upon the transfer and disposal of Solid Waste in the State of Ohio.
- z. "Hazardous/Exempt Waste" means any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be "hazardous" or "exempt" as that term is defined by or pursuant to Federal or State law. The Clean Air Act prohibits the disposal of CFCs and HCFCs into landfills. Refrigerants/Freon must be recovered prior to acceptance for disposal. Compliance and removal of Freon is responsibility of Contractor.
- aa. "Holiday" means New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.
- bb. "Invitation to Bid" means the request of the City for Residential Solid Waste Collection, Disposal and Recycling Services.
- cc. "Instructions to Bidders" means that portion of the Bid Documents that explains the background and procedures for submitting a Bid.
- dd. "Material Recovery Facility" or "Recycling Facility" means a facility that sorts and processes Mixed Recyclable Materials to prepare them for processing and remanufacture as a product sold in commerce.
- ee. "Multi-family Dwelling" means a grouping together under a common roof of four or more residential units.  
  
The term multi-family shall refer to all residential dwelling units of more than one (1) unit considered to be condominiums, apartment houses or grouped housing.
- ff. "Municipal Facilities" means those municipal locations as set forth in the Bid Documents.
- gg. "Notice of Award" means written notification that a Bid has been accepted by the City.
- hh. "Notice to Proceed" means written notice from the City to commence the Residential Solid Waste Collection, Disposal and Recycling Services.
- ii. "Producer" means an operator or occupant of a commercial or industrial facility or a Residential Unit who generates Garbage, Rubbish, Yard Waste or Recyclable Materials.

jj. "Recyclables" or "Mixed Recyclables" or "Recyclable Materials" shall include but not limited to Residential Mixed Paper, aluminum, steel and bi-metal cans, glass bottles and jars, PETE and HDPE plastic, and corrugated cardboard.

kk. "Recycling Services" or "Recycling Processing Services" means the collection of recyclables and recycling processing services provided by a Material Recovery Facility of Recycling Facility.

ll. "Refuse" refers to any Residential Refuse and Bulky Waste, Construction Debris and Stable Matter generated at a Residential Unit unless the context otherwise requires.

mm. "Resident" means the adult occupant, owner or tenant of a Residential Unit.

nn. "Residential Unit" means all single-family and two-family residential dwellings.

oo. "Residential Unit" A dwelling within the corporate limits of the City occupied by a person or group of persons comprising not more than four families. A Residential Unit shall be deemed occupied when either water or domestic light and power services are being supplied thereto. A condominium dwelling, whether of single or multi-level construction, consisting of three or less contiguous or connected separate single-family dwelling units, each of which shall be treated as a Residential Unit, except that each single family dwelling within any such Residential Unit shall be billed separately as a Residential Unit.

"Residential Unit" means all occupied residential dwellings within the corporate limits of the city, including residences of three units or less, single-family homes, condominiums, or town homes.

pp. "Residential Solid Waste Collection, Disposal and Recycling Services" means the collection at the curb of all Solid Waste and Recyclable Materials from all Residential Units, within the City; and, the disposal of the Solid Waste collected in a licensed Solid Waste Landfill and the processing of the Recyclable Materials collected at a Material Recovery Facility.

qq. "Rubbish" means all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees or branches thereof, chips, shavings, sawdust, printed matter, pasteboard, rags, straw, used and discarded mattresses, used and discarded clothing, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, mineral or metallic substances, and any and all other waste materials not included in the demolition of "bulky waste," "construction debris," "dead animals," "garbage," "hazardous waste," or "stable matter."

rr. "Solid Waste" means unwanted residual or semi-solid materials resulting from Residential Units or governmental and community operations, but excluding earth or

material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid Waste does not include any material that is an infectious or hazardous waste.

- ss. "Solid Waste Landfill" means an Ohio EPA permitted and licensed facility or facilities identified by the Successful Bidder to be used for the disposal of Solid Waste.
- tt. "Solid Waste Transfer Station" means the facility identified by the Successful Bidder to receive deliveries of Solid Waste from the City for the subsequent transportation to a Solid Waste Landfill.
- uu. "Stable Matter" means all manure and other waste matter nonnally accumulated on or about a stable, or any animal, livestock or poultry enclosure, and resulting from keeping of animals, poultry or livestock.
- vv. "Successful Bidder" means the Bidder selected by the City to be responsive and the lowest and best Bidder in response to the Invitation to Bid.
- ww. "Term" means the duration of the Contract.
- xx. "Yard Waste" means grass clippings, leaves, flowers, twigs, branches, tree trimmings, tree trunks, and other garden and/or yard refuse. For yard waste collection services, grass, pine needles, leaves, flowers, stalks, stems, and small tree trimmings (less than two (2) feet in length and less than two (2) inches in diameter) shall be in a container, bag or box the weight of which shall not exceed thirty-five (35) pounds. Larger tree trimmings shall be laid neatly in piles at curbside. The maximum weight of any item placed out for yard waste collection shall be thirty-five (35) pounds. Branches in excess of two (2) feet in length may, but are not required to be, in a container, bag or box.
- yy. "96-Gallon Wheeled Cart" means a wheeled, rollout cart of approximately 96 gallons in capacity, capable of holding over 300 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

**Section 2.** Section 919.02 of the Codified Ordinances as enacted by Ordinance 34-75, is hereby amended to read as follows:

**919.02 CONTRACT FOR RESIDENTIAL UNIT SOLID WASTE COLLECTION.**

(a) The City shall authorize the issuance of a Contract to a person, firm or corporation designated as the collection Contractor after advertising and receiving bids as required by law, for the collection, transportation and disposal of solid waste, recyclable materials, bulky waste, garbage, rubbish and yard waste from all Residential Units, Municipal facilities and during special events within the City for a period not to exceed five years, subject to the provisions of this chapter.

(b) The contract shall entitle the Contractor to be the only collector of solid waste, recyclable materials, bulky waste, garbage, rubbish and yard waste for hire from Residential Units in the City, unless the collection of solid waste, recyclable materials, and yard waste is incidental to the

primary service for hire, such as lawn care or remodeling services.

(c) A contract may be terminated by the City if any Contractor fails to comply with the provisions of this chapter, the Contract issuing the service, or any other ordinance promulgated by Council.

**Section 3.** Section 919.03 of the Codified Ordinances is hereby enacted to read as follows:

**919.03 INSURANCE REQUIRED FOR COLLECTION CONTRACTOR.**

The collection Contractor shall secure, pay for and maintain until completion of the contract, public liability, general liability, auto liability and property damage insurance as shall protect the collection Contractor and the City, as additional insured, from claims for personal injury or property damage which may arise because of the nature of the work or from operations under the Contract in accordance with the terms and conditions as provided in the Contract.

**Section 4.** Section 919.04 of the Codified Ordinances is hereby enacted to read as follows:

**919.04 EQUIPMENT SPECIFICATIONS AND IDENTITY OF COLLECTION CONTRACTOR.**

The collection Contractor shall use covered, leak proof and sanitary collection vehicles with distinctive lettering identifying the collection Contractor for the performance of the services to be rendered. The collection Contractor shall cause all employees to be equipped with a uniform shirt or jacket identifying employees as employed by the collection Contractor. All collection vehicles and other equipment shall have any required permits or registrations and are subject to inspection by the Safety Service Director, or the Director's authorized representative, to ensure the safe and sanitary condition of such vehicles and equipment.

**Section 5.** Section 919.05 of the Codified Ordinances is hereby enacted to read as follows:

**919.05 PERFORMANCE BOND REQUIRED FOR COLLECTION CONTRACTOR.**

The collection Contractor shall furnish, at least once annually, a performance bond in the amount of 100% of the consideration for performance of one year of the collection, transportation and disposal services, which shall be forfeited to the City for failure to comply with the provisions of this chapter and/or collection agreement. Such bond shall be submitted to the Safety Service Director and approved by the Director of Law.

**Section 6.** Section 919.06 of the Codified Ordinances is hereby enacted to read as follows:

**919.06 CONTAINER REGULATIONS.**

(a) Each Residential Unit shall be provided with a solid waste collection container and a recyclable materials collection container by the collection Contractor. Residents may provide their own clearly labeled reusable yard waste collection containers, or use biodegradable yard

waste bags for yard waste collection, which shall not exceed 50 pounds. Brush and tree limbs may also be tied in four-foot bundles that do not exceed 50 pounds in weight.

(b) All such containers shall be taken to a single curbside/alley location no earlier than 5:00 p.m. the day before collection, unless because of sanitary, safety or other factors, the Safety Service Director by rule or regulation designates that such containers shall be placed elsewhere at a particular residential unit. After collection of solid waste, recyclable materials and yard waste, a resident shall, within 24 hours, return such containers to the garage, rear or other inconspicuous location at the Residential Unit for storage.

(c) All solid waste and recyclable materials must be completely contained in the collection Contractor provided collection containers, except that no less than once per month, bulky waste, including but not limited to stoves, water tanks, washing machines, furniture, mattresses, televisions, and non-chlorofluorocarbon gas (CFC or Freon) containing appliances may be placed at the curb for collection. CFC-containing appliances placed for collection must include proper certification of CFC removal attached by a resident.

(d) The above provisions do not apply to the placement of leaves or branches within the public right-of-way for scheduled City collection.

**Section 7.** Section 919.07 of the Codified Ordinances is hereby enacted to read as follows:

**919.07 SERVICE AND WEEKLY COLLECTION MANDATORY.**

(a) The collection Contractor shall make at least one regular weekly collection of solid waste, recyclable materials, bulky waste, garbage, and rubbish year round, and yard waste from April through November, at each Residential Unit within the City. The Contractor may decide to suspend service and observe any or all of the following listed holidays: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and/or Christmas Day. Such decision in no manner relieves the Contractor of its obligation to provide collection service at least once per week. Collection of solid waste and recyclable materials shall not start before 6:00 AM or continue after 6:00 PM on the same day.

(b) All owners and tenants of Residential Units are required to obtain solid waste, recyclable materials, bulky waste, garbage, rubbish and yard waste collection, transportation and disposal services from the collection Contractor, unless such owners or tenants can lawfully dispose of solid waste, recyclable materials, and yard waste in a commercial or industrial collection container. Owners of Residential Units shall be permitted to discontinue collection services on a temporary basis while a Residential Unit is unoccupied because of extended vacations of three months (one quarter) or more, or when the Residential Unit is vacant, upon notification provided to the collection Contractor. Owners of Residential Units that are unoccupied or vacant shall not be charged for collection services when the Contractor has been duly notified. Under no circumstances may an owner or tenant of a Residential Unit contract for Residential solid waste, recyclable materials, bulky waste, garbage, rubbish and yard waste collection, transportation and disposal services with any person, firm or corporation except with the collection Contractor that has been granted a Contract by the City for Residential Units.

**Section 8.** Section 919.08 of the Codified Ordinances is hereby enacted to read as follows:



## **919.08 BILLING AND COLLECTION.**

(a) The collection Contractor shall perform billing and collecting of fees for services, including any service fee which the City requires. The rate per quarter will be that which is established by the collection Contractor's bid, and shall include any additional services that a resident selects and any service fee which the City requires. The bills shall be sent to the owner and/or tenant of the Residential Unit, as determined from the County tax records, at the address listed in the County tax records.

(b) The collection Contractor may discontinue service if an account remains unpaid longer than 45 days after the due date. Prior to discontinuing service, the collection Contractor shall cause a "Notice of Discontinuation of Service" to be served, by ordinary mail, on the owner and/or tenant of the Residential Unit at the address listed in the County tax records. The collection Contractor shall provide the City with a copy of the notice.

(c) Should such account remain unpaid after the sixtieth day after its due date, the collection Contractor shall cause a "Final Notice of Payment Due" to be served by U.S. certified mail, return receipt requested, at the address as established by the County tax records, to the owner and the tenant of the Residential Unit who shall, after receipt of such notice, be responsible for any and all financial liability incurred to the collection Contractor for such account. The collection Contractor shall provide the City with a copy of the notice.

**Section 9.** Section 919.09 of the Codified Ordinances is hereby enacted to read as follows:

## **919.09 NONCOMPLIANCE, REMEDIES, AND COSTS.**

(a) Upon receipt from the collection Contractor of a copy of a "Notice of Discontinuation of Service" that is properly transmitted pursuant to the provisions in this chapter due to non-payment, the Safety Service Director and/or the Director's designee shall determine if an accumulation of uncollected solid waste, recyclable materials or yard waste at a Residential Unit constitutes a hazard and or a public nuisance. If it is determined that the accumulation of uncollected wastes constitutes a hazard and/or a public nuisance, then the Safety Service Director shall issue and serve a notice of violation to the Owner of the property describing the violation and ordering the Owner to abate the nuisance and remove the uncollected wastes. If the accumulated wastes are not removed within 10 days of the service of the notice of violation then the Safety Service Director shall be authorized to enter the property and cause the hazard or public nuisance to be eliminated and abated by use of City personnel and equipment, or by the hiring of private individuals and equipment for such elimination.

(b) In the event that the Owner of a Residential Unit that is not receiving solid waste, recyclable materials and yard waste collection service from the collection Contractor for non-payment fails to pay such expenses incurred by the City pursuant to division (a) above, within five days after being notified in writing of the amount due by the Safety Service Director or the Director's designee, such expenses shall be certified by the Safety Service Director to the County Auditor and placed upon the tax duplicate for collection as a special assessment and thereupon shall be collected as other taxes and assessments, and the Safety Service Director shall also be authorized to bring an action at law in the name of the City to collect the amount of the expenses incurred. Such expenses shall include any administrative costs established by the Safety Service

Director, plus any other appropriate fees or fines. The notification of expenses incurred by the Safety Service Director or the Director's designee may be made by ordinary mail addressed to the owner at the address listed in the County tax records.

(c) The recovery of costs by the Municipality pursuant to this section is a remedy in addition to any other penalty that may be imposed for a violation of this chapter.

**Section 10.** Section 919.10 of the Codified Ordinances is hereby enacted to read as follows:

**919.10 REGULATIONS FOR MULTI-FAMILY DWELLINGS AND COMMERCIAL ESTABLISHMENTS; LICENSE REQUIRED.**

(a) No person, firm or corporation shall collect solid waste, recyclable materials, refuse, garbage rubbish, or yard waste from Multi-Family Dwellings, commercial or industrial establishments without first obtaining a license as hereinafter provided.

(b) Applications for a license under this section shall be made with the Safety Service Director and shall include such data and information as the Director may prescribe, including the following:

i. The name, address and phone number of the company, the name, address, phone number and email address of the company representative, and the company EIN.

ii. The name, address and telephone number of the landfill to which garbage, solid waste, and refuse are taken and unloaded.

iii. The name, address and telephone number of the recycling center to which glass, plastic, paper, aluminum and other recyclable materials are taken and unloaded.

iv. Verification that its employees are covered by Workers Compensation, and that the contractor has liability insurance of at least \$1 million for the vehicles used in its hauling operation.

v. Certification that each vehicle used in its collecting operation has passed a safety inspection test by the Ohio State Patrol within 60 days of filing its application.

(c) The fee for such license shall be two hundred fifty dollars (\$250.00) per year, and the term of the license shall be for a period of one year, commencing on January 1.

(d) Subject to b (iv) of this Section, the licensee shall obtain liability insurance in the amounts and under the conditions specified by rule and regulation by the Safety Service Director.

(e) The licensee shall only use that type of vehicle which is approved by the Safety Service Director. All collection vehicles and other equipment are subject to inspection by the Safety Service Director or the Director's designee to ensure the safe and sanitary condition of such vehicles and equipment.

(f) Each licensee must complete a Quarterly Report and file it with the Director of Safety and Service. The report must be submitted by the 15th day of April, July, October and January for the preceding quarter. The report will contain the number of units serviced within the City, the weight in tons of refuse's collected within the City, the weight in tons of recyclables collected within the city, as well as the name of the facilities to which the materials were taken. Licensees who do not file their reports pursuant to this subsection shall be fined \$20.00 per day for each day not in compliance.

(g) A violation of this section shall be punished as provided in Section 919.99.

**Section 11.** Section 919.11 of the Codified Ordinances is hereby enacted to read as follows:

**919.11 STORAGE OF RESIDENTIAL SOLID WASTE AND RECYCLABLE MATERIALS COLLECTION CONTAINERS.**

All residential solid waste and recyclable materials collection containers shall be placed inside the garage of a residential unit or in a location at the side or rear of the Residential Unit.

**Section 12.** Section 919.12 of the Codified Ordinances is hereby enacted to read as follows:

**919.12 OWNERSHIP.**

Title to refuse and dead animals shall pass to the Contractor when intended by the resident and placed in the Contractor's collection vehicle, removed by Contractor from a container, or removed by Contractor from the customer's premises, whichever last occurs.

**Section 13.** Section 919.13 of the Codified Ordinances is hereby enacted to read as follows:

**919.13 UNCOLLECTED GARBAGE OR REFUSE DECLARED A NUISANCE**

Fermenting, putrefying or odoriferous garbage or refuse in containers or dumped in the open is hereby declared to be a nuisance and the person or persons responsible for the same shall be guilty of violating this section and subject to prosecution under this chapter or under Ohio Revised Code Section 3767.13.

**Section 14.** Section 919.14 of the Codified Ordinances is hereby enacted to read as follows:

**919.14 RULES AND REGULATIONS.**

The Director of Public Safety and Service, or his/her authorized representative, shall have full and complete authority to make such rules and regulations, not inconsistent herewith, pertaining to the collection and disposal of solid waste and the collection for recycling of recyclable material, as well as to the administration thereof, as may be deemed advisable.

**Section 15.** Section 919.99 of the Codified Ordinances is hereby enacted to read as follows:

**919.99 PENALTY.**

A. Whoever violates any provision of this chapter for which no penalty is specifically provided is guilty of a minor misdemeanor and shall be subject to the penalties provided in Codified Ordinance Section 501.99. For a second offense within one year after the first offense, such person is guilty of a misdemeanor of the fourth degree. For a third offense within one year after the first offense, such person is guilty of a misdemeanor of the third degree. A separate offense

shall be deemed committed each day during or on which a violation occurs or continues.

B. Anyone found violating Section 919.10 shall be guilty of a first degree misdemeanor, punishable by a maximum fine of \$1,000.00 and/or imprisonment for a maximum of six months.

**Section 16.** Existing Sections 919.01 and 919.02 of the Codified Ordinances of the City of Port Clinton as enacted by Ordinance 34-75 are hereby repealed.

**Section 17. SEVERABILITY.**

If any provision of this ordinance, or the application thereof to any person or circumstance, is held invalid, the invalidity does not affect other provisions or applications of the provision or related provisions which can be given effect without the invalid provision or application, and to this end the provisions are severable.

**Section 18.** This Council finds and determines that all formal actions of this Council and any of its committees concerning and relating to the passage of this Ordinance were taken in an open meeting of this Council or committees, and that all deliberations of this Council, and any of its committees, that resulted in those actions were in meetings open to the public, in compliance with the law.

**Section 19.** This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the City, and for the further reason that this Ordinance is required to be immediately effective because the City is currently advertising for bids for Solid Waste Disposal and Recycling Services to be effective as of October 1, 2018; **wherefore**, this ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Passed: \_\_\_\_\_, 2018

\_\_\_\_\_  
President of Council

Attest: \_\_\_\_\_

Clerk of Council

Approved \_\_\_\_\_,  
2018

\_\_\_\_\_  
Mayor