



City of
Marietta

**SOLID WASTE AND RECYCLABLE MATERIAL COLLECTION SPECIFICATIONS
FOR RESIDENTIAL/COMMERCIAL/INDUSTRIAL GENERATORS**

**Standard Bid – RESIDENTIAL SOLID WASTE DISPOSAL & RECYCLING
FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2028**

**Standard Bid -COMMERCIAL/INDUSTRIAL SOLID WASTE DISPOSAL &
RECYCLING**

FOR THE PERIOD JULY 1, 2023 THROUGH JUNE 30, 2028

SPECIFICATIONS FOR REMOVAL OF GARBAGE AND TRASH

It is the intention of these specifications to provide the foundation for a contractual bid for the collection and removal of solid waste and designated recyclables from the City of Marietta, Ohio, for the period from July 1, 2023 through June 30, 2028.

DEFINITIONS:

The City of Marietta, Ohio, adopts those definitions of terms more fully set forth in SouthEastern Ohio Joint Solid Waste Management District Rule 1.0, a copy of which is attached hereto and incorporated herein by reference as Exhibit A; in addition to which these further terms shall be defined as follows:

- 1 A) The term "residential unit" shall mean a single-family dwelling, duplex, triplex, quadplex or other building with one or more dwelling units grouped under a common roof and with, direct access to a public street.
- 1 B) The term "residential unit" for the purposes of alternate mandatory bids requested on the Form designated Base Service Bid including Multi-Family Dwellings - Item B shall be defined as: a dwelling within the corporate limits of the City occupied by a person or group of persons. A "residential unit" shall be deemed to include condominium dwellings and multi-family dwellings whether of single or multi-level construction.
- 2) The term "recyclable material" shall mean ferrous (steel), bi-metal, and nonferrous (aluminum) food and beverage containers; newspapers, magazines, phonebooks, junk mail, mixed paper, shredded office paper (bagged), office paper, corrugated cardboard, clean pasteboard; glass food and beverage containers (green, brown, clear, blue); and rigid plastic containers (coded #1, #2, & 5 by the Society of Plastics Industries) no smaller than 2" x2" x2" and no larger than a 2 gallon bucket and, in the case of commercial collections shall include the same list of materials. No plastic film, plastic bags or plastic lined bags (feed or trash), shrink wrap, and styrene food containers will be accepted.

GENERAL:

- 1) Contractor(s) shall have the exclusive privilege of collecting and removing solid waste and/or recyclable materials from within the City of Marietta, Ohio, from residential and/or commercial producers and no other persons shall be permitted to collect or remove for hire any such material from any other residential or commercial producer within the City. As an integral part of the Agreement for exclusive contractual privileges the Contractor making commercial pickups agrees to collect from all municipally owned or operated buildings, municipal pool, municipal parks, and street trash receptacles as now existing or may be added, without charge, on a daily basis, unless otherwise agreed upon by Contractor and the Director of Public Safety and Service.
 - a. The contractor shall also bid a fee for the beneficial reuse and/or disposal of street Sweepings collected by the City of Marietta Street Department. The bid that must be presented shall: (1) maintain one (1), twenty cubic yard roll-off container and one thirty cubic yard roll-off container at the street department garage located at 300 Alderman Street; containers are to be transported and replaced within 24 hours of receipt of notice. Transportation of the street sweepings in loads not less than twenty (20) tons per trailer-load or truckload to the beneficial reuse or disposal site, whichever the case, at the request of the City Street Department Superintendent during the weekday hours (excepting Holidays) of 7:30am to 3:00pm. Preference will be given to the bidder who elects to beneficially reuse this particular material. The amount of street sweepings collected by the City of Marietta is 4,032 cubic yards, more or less. The City reserves the right to provide for other means of disposition of street sweepings, wastewater treatment sludge, and water treatment sludge at any time during the term of this contract.
- 2) Contractor shall present their bid to the City on the terms and conditions as herein set forth, accompanied by a certificate from the State of Ohio or the state having jurisdiction over the

Contractor's physical operations committed to the fulfillment of this contract demonstrating that bidder owns or leases a suitable landfill disposal facility for the disposal of all solid waste collected within the City for the five (5) year contract period. Said certificate shall certify that said landfill disposal site meets all requirements of the appropriate environmental protection agency, and is a designated facility for the receipt of solid waste under the SouthEastern Ohio Joint Solid Waste District Management Plan,

ALTERNATE TO NO. 2 ABOVE

- 2A) Contractor may qualify as a bidder for said solid waste collection and disposal contract in lieu of specification No. 2 above by providing at the time of bid submission written evidence of fee or leasehold ownership for the five (5) year contract period of a licensed Solid Waste Transfer Station to be used as a collection point for reloading and hauling away to a legally licensed sanitary landfill. Contractor shall also present evidence by written documentation from the appropriate environmental protection agency approving the location of the transfer station. Contractor must also provide assurances of Contractor's ability to furnish extra trucks necessary to the alternate procedure as an equivalent to the existence of a sanitary landfill as required by specification No. 2 above. The Solid Waste Transfer Station shall be a designated facility for the receipt of solid waste under the SouthEastern Ohio Joint Solid Waste District's Approved Solid Waste Management Plan.
- 3) Contractor shall also certify that he carries an insurance policy providing complete third party comprehensive general liability insurance for bodily injury and property damage with limits of no less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate covering the Contractor and the City of Marietta, Ohio, as a named additional insured. Contractor shall also certify that he carries an insurance policy providing insurance coverage for sudden and accidental damage with limits of no less than \$1,000,000.00 per occurrence and \$1,000,000.00 aggregate covering the Contractor and the City of Marietta, Ohio, as a named additional insured. Contractor shall also submit proof of financial responsibility for closure and post-closure care of the landfill disposal area or transfer station, as may be appropriate.
- 4) Contractor shall also provide proof that he has adequate Worker's Compensation coverage under the laws of the State of Ohio.
- 5) Upon acceptance of a bid of any particular Contractor, said solid waste collection contract and recycling collection contract, once entered into, shall not be assigned, transferred, or set over to any other person, firms or corporations without the prior written consent of the City of Marietta.
- 6) **a) Mandatory Standard Residential Bid:** The terms of this exclusive contract for the collection and removal of solid waste and provision of eighteen-gallon (18) to twenty (20) gallon reusable totes for collection of residential recyclable materials within the City shall be for a period of five (5) years, commencing July 1, 2023 and ending June 30, 2028
- b) Mandatory Alternative Residential Bid:** The terms of this exclusive contract for the collection and removal of solid waste and provision of sixty-gallon (60) to sixty-five (65) gallon reusable wheel carts with lids for collection of recyclable materials within the City shall be for a period of five (5) years, commencing July 1, 2023 and ending June 30, 2028. Show rental charge per month for sixty-five (65) gallon toter cart on Residential Bidsheet.
- 7) All bids for the collection and removal of solid waste and or recyclable materials, whether separate or combined, shall be in accordance with the attached bid proposal form. Rates may be bid for a flat fee or on a graduated scale for the five (5) year period for the Bids. No bidder shall be permitted to bid a graduated scale without also bidding a flat rate. No bid will be accepted which makes reference to an external index for rate increases. Stickers for the collection of special, extra, or Standard Bulky Items for items in excess of the allowable quarterly limit of one (1) item per household shall be the responsibility of the Contractor and maintained at current or similar locations that are readily accessible to the residents of the City.

"SOURCE-SEPARATED YARD WASTE" ADDED AS A LINE FOR SPECIAL PICKUP THAT HAS ITS OWN

CHARGE WHICH IS NOT INCLUDED IN THE "BULKY ITEM" CATEGORY. THIS MATERIAL WOULD HAVE TO BE DELIVERED TO A YARD WASTE COMPOSTING FACILITY AND CANNOT BE COMINGLED WITH OTHER BULKY ITEMS THAT ARE DESTINED FOR SOLID WASTE LANDFILL DISPOSAL.

7)(a) Modification to Rates

- (a-1) Standard Bid: Fees charged by the Contractor shall be those listed to cover the five (5) Year contract period.
- (a-2) No adjustments to these rates may be done after bid opening.
- (a-3) Addition or deletion of SouthEastern Ohio Joint Solid Waste Management District waste fees and those imposed by the Ohio Legislature directly related to the disposal of solid waste will be the exception.

- 8) Contractor shall be solely responsible for all billing and collection of accounts, including delinquent accounts.
- 9) Delinquent and Closed Accounts: "Contractor as Collector" Contractor shall not refuse solid waste collection from any collection unit by reason of non-payment of collection charges, unless written notice has been given to the Director of Public Safety and Service and concurrence is reached on collection stoppage. Rates for residential premises shall be based upon once-per-week collection for solid waste and for recyclable materials, inclusive of charges for additional items. Contractor shall immediately establish an office at a convenient place within the City and adequately staff the same between the hours of 8:30 a.m., and 5:00 p.m., Monday through Friday, for payment of collection charges on a walk-in basis. Contractor shall also provide a drop box for after-hours payments.

ALTERNATIVE TO NO. 9 ABOVE

- 9)(A-1) The Contractor shall discontinue Refuse disposal service to any Residential and Commercial Unit as set forth in a written notice sent to it by the City Director of Public Safety & Service (City). Upon further notification by the City, the Contractor shall resume Refuse disposal on the next regularly scheduled operation day.
- (A-2) The Contractor shall have the right to discontinue Refuse Disposal Service to any other customer delinquent in its payments.
- 10) Contractor shall also establish a toll free public telephone for the communication of any and all complaints or other required business communications.
- 11) Contractor shall also do all things necessary to cooperate with the City in the settlement of any and all complaints concerning collection of solid waste by any citizen customer involving residential or commercial collection.
- 12) Contractor shall also establish the following fees for City of Marietta residents for dumping privileges for solid waste not covered under the terms hereof, to-wit:
 - a) Dumping fee for ½, ¾ , and 1 ton 6.5 foot standard bed pickup per load
 - b) Dumping fee for ½, ¾ , and 1 ton 8.0 foot standard bed pickup per load
 - c) Dumping fee for ½, ¾ , 1, 1½ ton stake or dump-body truck per load
 - d) Dumping fee per Ton and Cubic Yard, or fraction thereof each
 - f) Contractor shall allow dumping privileges at their solid waste disposal facility or facilities) between 7:00 a.m. and 3:00 p.m. on Monday through Friday and the hours of 8:00 a.m. and 12:00 p.m. on Saturday.

- 13) Contractor shall present, with the submission of his bid, written evidence of his ability to obtain a performance bond in an amount equal to \$500,000.00 pledged to secure the faithful performance of the contract on the part of the Contractor.
- 14) In the event that the Contractor shall fail to perform any obligation required under the terms of the final contract, the City of Marietta, by its Director of Public Safety and Service shall notify the Contractor in writing of his failure to do so and of the particulars thereof. The Contractor shall have forty-eight (48) hours to remedy his failure to perform. If at the conclusion of forty-eight (48) hours he has not done so, then the City of Marietta may perform Contractor's obligation and the Contractor shall forfeit the sum of one hundred dollars (\$100.00) as a penalty for his failure to perform in addition to reimbursing the City for its actual costs incurred in fulfilling Contractor's obligations. This remedy is in addition to and not a substitute for such other remedies as the City of Marietta may elect to pursue.
- 15) Contractor shall furnish a suitable and sufficient number of trucks for collection and said trucks shall be equipped with enclosed, sealed, metal type bodies and at all times be kept in safe and sanitary condition. Said equipment shall be subject to inspection by an agent of the City at any time specified or required by the Director of Public Safety and Service. The successful bidder will have available within their inventory small collection vehicles to accommodate the small streets and alleys where road and curb damage cause additional expense to the City. The successful bidder will be provided with a list of streets and alleys that must be serviced by the smaller collection trucks. This list may be amended at any time during the duration of the contract, and any extensions thereto, as needed to prevent street, alley, and curb damage caused by the operation of heavy collection vehicles. Waste containers provided by the company to industrial and commercial customers must be adequately sealed to prevent the intrusion of rainwater, and be leak-proof to prevent the introduction of waste materials and leachate onto the City streets, alleys, sewers, and storm drainage.
- 16) Contractor shall also collect, remove, and dispose of all solid waste from any and all premises in the City which may be designated by the Director of Public Safety and Service, or the City Health Commissioner, when the accumulation of said solid waste is deemed to be a nuisance and detrimental to the public health. Billing for such special service must be approved by, and rendered to, the Director of Public Safety & Service
- 17) **Force Majeure:** In the event that during the term of this contract the City of Marietta is stricken with natural or man-made disaster, and in the event that the Mayor of the City of Marietta, Washington County Commissioners, Governor of the State of Ohio, President of The United States of America, or other duly-authorized official, make an official declaration of disaster or state of emergency, and should the Contractor fail to provide or have an adequate number of resources immediately on-hand to properly assist in the remediation effort as assessed by the City of Marietta Safety-Service Director, the City may, at the discretion of the City of Marietta Safety-Service Director, obtain the services of additional solid waste contractors to assist in the cleanup efforts. Disposition of solid wastes collected during the disaster by the contractors may be at any facility designated by the Solid Waste Management Plan for the SouthEastern Ohio Joint Solid Waste Management District.
- 18) Recycling Operations and Contracts of the SouthEastern Ohio Joint Solid Waste Management District shall be exempt from and not subject to the regulations and terms of this contract.

RESIDENTIAL SERVICES:

- A) Contractor shall remove and dispose of all solid waste, and remove all recyclable materials weekly from the designated locations on the premises using due care to protect the property of the resident and make as little disturbance as possible in the collection and pick-up process. The collection and pick up process shall be carried on starting not earlier than 4:30 a.m.
- B) 1. All solid waste from residential premises shall be placed for collection in metal or molded plastic containers; with lids, of not more than ninety-six (96) gallon capacity and placed for collection at curb or alley side.

2. (a) All recyclable materials from residential premises shall be placed for collection in reusable tote containers provided to each household by the Contractor of 18-20 gallon capacity and placed for collection at curb, alley side or "backyard" location, as appropriate. Residential customers may provide larger, clearly-marked, covered wheel cart containers, no larger than 65 gallon, for recyclables at their own expense, or rental them from the contractor for a monthly fee.

The Contractor shall notify the Safety-Service Director when market conditions allow pickup of any discontinued material. If the Contractor does not pick up recyclable materials a note will be left informing the household of the reason.

C) **Pickup of recyclables:**

Recyclables will be picked up at the curb side, alley-side, or "backyard" depending upon the locations of present trash service. For convenience of the residents, pickup of recyclables shall follow the schedule of regular garbage (solid waste) pickup. Recyclables shall be picked up by a Rear-Load truck to minimize contamination from waste materials.

D) **Sorting of recyclables:**

The sorting of individual recyclable materials for each household shall not be mandatory. While recyclable materials may be co-mingled, the Contractor may establish a program to encourage reduction of waste contamination in recyclables.

H) **Proceeds:**

Proceeds from the sale of recyclable materials shall be retained by the Contractor in an effort to minimize cost to the residents.

I) **Other disposition of recyclable materials:**

Nothing in this agreement shall limit the right of an individual person, organization, or other entity to deliver, donate or sell recyclable material to another legally recognized entity.

J) Contractor will also provide an option for those residents who request "backyard" pickup at a rate that will cover the entire charge of that special service, except for elderly, infirmed, or incapacitated persons who shall not be charged more than one-third more than their standard monthly rate. However, all items of building materials, items of furniture, junk and other large and bulky, broken or non-usable items of worthless value, and Source-Separated Yard Waste will be placed at curb or alley side. For "backyard" pickup solid waste containers may be placed for collection on the ground floor outside of any building and within one hundred (100) feet of a public right-of-way. Pricing for the elderly, infirmed, and incapacitated shall be listed as items A and A1 on the bidding documents; All others requesting "backyard service at 100 feet or less shall be listed as B and B1 in the bidding documents, and any "backyard" service greater than 100 feet shall be listed in C and C1 in the bidding documents.

K) It is intended that the Contractor shall collect, remove, and dispose of all solid waste at all residential units within the City of Marietta, including mobile homes. Three or more mobile homes in one location, apartments in complexes, and condominium units that use a shared trash container are classified Commercial Service unless the mobile home park operator requires total individual mobile home pickups.

Contractor shall not litter the premises in the process of making collections. He shall immediately clean up any and all litter in the event of any spillage. All containers are to be returned to the pick-up location with the tops placed back on the containers.

L) **Recyclable materials collection.**

1) **Area to be serviced**

The recycling program will include all residential units, as defined above, in the City of Marietta, exclusive of apartments in complexes, mobile home parks, and condominium units that use a shared trash container.

2) **Materials to be collected**

The materials to be collected will include bimetal, steel, and aluminum food and beverage containers; newspaper, magazines, phonebooks, junk mail, mixed office paper, shredded office paper (bagged), corrugated cardboard, clean pasteboard, ridged plastics containers (codes #1, #2, #5), and clear, green, blue, and brown food & beverage container glass. If the market drops to the point where a commodity is no longer saleable, the Contractor may appeal to the Safety-Service Director for permission to discontinue collection of the commodity for recycling and instead deposit the commodity into normal solid waste stream until such time as market conditions enable the Contractor to return the commodity to the recycling program. The Contractor will be responsible for picking up all clean, designated materials that have been placed in the proper containers. No plastic film, plastic bags, plastic lined feed bags, shrink wrap, and styrene food containers will be accepted.

3) **Public education program will include**

1. One direct mailing per calendar quarter to all residential units providing information about and advantages of recycling, and the types of recyclables accepted by the Contractor.
2. A direct mailing, within thirty-days of being awarded the contract, to all commercial, institutional, industrial and manufacturing establishments informing them about the availability of a commercial recycling program.
3. Direct notification of residential and participating commercial establishments when recycling of any materials is discontinued or recommenced.
4. Contractor's route collection employees shall have the final right to refuse collection of "Contaminated Recyclables".

4) **Collection statements**

The Contractor shall issue a report on a quarterly basis detailing:

1. The total weight of all recyclable materials collected from the City, distinguished separately for residential, commercial, and industrial sources.
2. The yield in weight for recyclable materials, and
3. The weight of any residual material that is disposed of as solid waste.

M) All residential rates shall be payable bi-monthly in advance at the beginning of each two-month period and a penalty of five percent (5%) will be assessed for any period in which payment shall not be made within fifteen (15) days after date of billing. Additionally, a reconnect fee of up to \$5.00 may be charged by the Contractor should service at any residential unit be discontinued and then resumed due to non-payment.

N) For the purpose of establishing residential rates the basis upon which the residential rate is set is the service for collection of one thirty-three (33) gallon container of garbage and/or trash plus the

recyclable materials of one family unit at any address within the City. Additional charges for more than one thirty-three (33) gallon container per week of garbage and/or trash shall be stated on the "Bid Proposal" sheet with the details of the mechanism assessing the charges explained on an attached addendum.

- O) Where two or more residential units are located at the same address, separate billings and conditions will apply.
- P) Contractor shall prescribe below the method for customer to prepare certain materials for disposal such as tires, batteries, motor oil, paint cans, and grass clippings. Contractor shall also list any additional items that require special instructions for customer disposal. Contractor shall prescribe the procedure for the resident to take for the pick-up of all such items addressed in this section and list the charges to be levied for collection and disposal of all of said items.
- Q) The Contractor shall establish a procedure to hear and react to appeals for the refund of charges in the event of unoccupied residences for a minimum period of 4 weeks.
- R) **Yard Waste Collection & Composting Services:**

1) Yard Waste Composting Facility:

The Contractor shall provide for, at a minimum, a Class IV composting facility within five miles of The City of Marietta, Ohio, for free composting of yard wastes, delivered to it by The City of Marietta, Ohio and its residents which shall be open during restricted hours Monday through Saturday except Holidays.

2) Yard Waste Drop-Off Transfer Facility:

The Contractor may, as an alternative to paragraph 10 section (A) provide a location within five (5) miles of the corporate limits of the City of Marietta, Ohio where portable containers are provided for Collection of yards wastes delivered to it by the City of Marietta, Ohio and residents thereof, including contractors doing business within the city limits, and the residents, commercial, and industrial business located therein.

The portable containers placed at this location must be situated in such manner that the public may utilize them in all weather conditions, and be readily accessible to all, including the elderly and infirmed, with ground level, top access for depositing bagless yard waste materials. The containers must be at least 40 cubic yards in size and placed in such a manner that dump-body trucks and mechanical street sweepers can dump or eject source-separated loads of leaves and other yards waste into the top of the container without jeopardy of accidental tip-over. The Contractor may also provide for the disposition of yard waste onto an all-weather surface at ground level, provided that the yard wastes are containerized within 1 hour of the cease of daily operations. Operational hours are to be as follows: Monday though Friday from 7:00 a.m. to 3:00 p.m.; Saturdays from 8:00 a.m. to 12:00 p.m.

COMMERCIAL SERVICES:

- 1) All solid waste intended for hand pick-up from commercial or manufacturing establishments shall be placed in metal or molded plastic containers, with lids, not exceeding thirty-three (33) gallon capacity or in rigid container of equal maximum capacity or other agreed upon container by customer and Contractor. Containers for commercial solid waste shall also be placed for collection on the ground floor level outside of any buildings for collection. Collection may start at any time but shall not be made between the hours of 8:00 a.m. and 9:00 p.m., in the C-4, C-5 and C-5A Commercial Districts.
- 2) Contractor shall not litter the premises in the process of making collections. He shall immediately clean up any and all litter in the event of any spillage.

- 3) The removal of solid waste from commercial places of business within the City and the price therefore shall be quoted as a daily rate for collection and established fees for special pickup.
- 4) Building Contractors, remodeling Contractors and other Contractors shall be classified as commercial customers and may lease needed dumpsters from the commercial vendor when undertaking a building or remodeling project within the City of Marietta. The contract rate for disposal of construction & demolition debris shall reflect that of an "Exempt Waste" as defined by O.R.C. (Ohio Revised Code) Chapter 3734, and shall be bid separately on the form.
- 5) A penalty of five percent (5%) will be assessed for any period in which payment shall not be made within fifteen (15) days after date of billing. Service may be discontinued if full payment is not received within thirty (30) days of the initial due date. A reconnect fee of up to \$5.00 may be charged by the Contractor should service at any residential unit be discontinued and then resumed due to non-payment.
- 6) Contractor shall offer the opportunity to recycle corrugated cardboard, office paper, and commingled recyclables to its commercial customers. Terms shall be negotiated between the Contractor and its commercial customers as specified in the attached "Commercial Services – Recycling Services" bid sheet; however, participation by said commercial customers is not mandatory.

ADDENDUM TO BID PROPOSAL

**ALL BIDDING DOCUMENTS, BOTH STANDARD AND ALTERNATE, ARE
REQUIRED TO BE COMPLETED BY ALL BIDDERS**

1) A) Standard Bid: Residential Bid Mechanism for assessing and collection of residential unit charges for solid waste removal once per week plus provision of 18 - 20 gallon reusable totes for collection of the commingled recyclable materials for the five (5) year contract period. Contractor to act as Fee Collector.

 B) Alternate Bid: Residential Bid Mechanism for assessing and collection of residential unit charges for solid waste removal once per week plus provision of 60 – 65 gallon reusable Wheel Carts for the collection of recyclable materials for the five (5) year contract period. Contractor to act as Fee Collector.

2) A) Standard Bid: Commercial Bid Mechanism for assessing commercial unit charges for solid waste removal for the five (5) year contract period. Contractor to act as Fee Collector

 B) Standard Bid: Commercial Bid Mechanism for assessing commercial unit charges for the removal of recyclable materials for the five (5) year contract period. Contractor to act as Fee Collector.

3) A) Standard Bid: Bid Mechanism for the Removal of Street Sweepings for the five (5) year contract period.

Rule 1.0

DEFINITIONS OF TERM (As used in these documents)

- (A) "Commercial" shall mean manufacturing, institutional, governmental, retail, and industrial.
- (B) "Composting" means a form of solid waste disposal through the controlled biological decomposition of organic solid wastes under predominately aerobic conditions.
- (C) "Construct" means to create or install a solid waste facility at a location not currently used for the purpose.
- (D) "Construction & Demolition Debris" (C&DD) means those materials resulting from the alteration, construction, destruction, rehabilitation, or repair of any physical structure that is built by humans, including, without limitation, houses, buildings, industrial or commercial facilities, or roadways. C&DD includes particles and dust created during demolition activities. C&DD does not include materials identified as or listed as solid wastes or hazardous waste pursuant to Chapter 3734 of the Ohio Revised Code and rules adopted under it; materials from mining operations, non-toxic fly ash, spent non-toxic foundry sand, and slag; or reinforced or non-reinforced concrete, asphalt, building or paving brick, or building or paving stone that is stored for a period of less than two years for recycling into a usable construction material.
- (E) "Enlarge" means to alter a solid waste facility in order to increase the area occupied by components of the facility, through either horizontal or vertical expansion or excavation.
- (F) "Modify" means to alter a solid waste facility or activities conducted at the facility in order to: delete, add, or replace facility components or equipment that constitute a significant change in facility operations; (b) change to type of solid waste handled at the facility; or (c) significantly increase the total capacity of the facility or amount of solid waste handled at the facility.
- (G) "Monocell" means an individual site within a sanitary landfill where a single type of waste, such as waste tires, is disposed.
- (H) "Monofill" means a sanitary landfill where a single type of waste, such as incinerator ash or shredded tires, is exclusively disposed.
- (I) "Person" means any individual, partnership, public or private corporation, political subdivision, or other entity.
- (J) "Recyclables" means those materials from the solid waste stream that can be recovered for reuse in present or reprocessed form.
- (K) "Recycling facility" means any site or building used for theseparation of recyclable solid waste from non-recyclable solid waste, or for acceptance, sorting, processing, and storage of recyclable solid waste for eventual use.
- (L) "Resource recovery" means the taking of useful materials or energy from solid waste at any stage before ultimate disposal, through various methods, including incineration.
- (M) "Sanitary landfill" means an engineered facility where the final disposition of solid waste on or into the ground is practiced in accordance with Chapters 3745-27 and 3745-37 of the Ohio Administrative Code.
- (N) "Solid waste" means unwanted residual solid or semisolid materials as a result from industrial, commercial, agricultural, and community operations, excluding earth or material from construction, mining, or demolition operations, or other waste materials or the type that would normally be included in demolition debris, non-toxic fly ash and bottom ash, including at least ash results from the combustion of coal in combination with scrap tires where scrap tires comprise not more than fifty-percent of heat input in any month, spent non-toxic foundry sand, and slag and other substances that are not harmful or inimical to public health, and includes, but is not limited to, garbage, scrap tires, combustible and non-combustible material, street dirt, and debris. Solid Waste does not include any material that is an infectious waste or hazardous waste.
- (O) "Solid waste facility" means any site, location, tract of land, installation, or building used for solid waste disposal, transfer, composting, incineration, or resource recover.
- (P) Source-Separated Yard Waste for Bulky Item Collection shall mean grass clippings, leaves, flowers, weeds, brush, and garden waste bagged in plastic or biodegradable bags possessing adequate strength and weighing not in excess of fifty pounds (50#) to be carried from the curb to the collection vehicle without tearing or spilling its contents. Trees and parts of trees and brush shall not exceed four feet (4') in length, greater than four inches (4") in diameter, and be bundled and tied in such a manner that it will not break apart or spill when being carried from the curbside or alley-side to the collection vehicle and weighing not in excess of fifty pounds (50#). No stumps, dimensional lumber, rocks, dirt or sod, demolition debris, yard ornaments, or plastic is accepted as yard waste. This items is not subject to the Standard Bulky Item Pick Up.
- (Q) "Transfer facility" means any site or building that is used to transfer off-site solid waste from vehicles or containers into other vehicles or containers for transportation to solid waste facilities.
- (R) "Waste hauler" means any person, as defined above, who transports solid waste within the District.
- (S) "Yard Waste" means grass clippings, leaves, flowers, weeds, brush, garden waste, and trees or parts of trees no larger than four inches (4") in diameter. No stumps, dimensional lumber, rocks, dirt or sod, demolition debris, yard ornaments, or plastic is accepted as yard waste.

ORDINANCE NO. 183 (22-23)

An Ordinance to authorize and direct the Director of Public Safety and Service to advertise for bids and enter into a contract or contracts for the collection and removal of solid waste and designated recyclable materials from within the City of Marietta, Ohio, and declaring an EMERGENCY.

BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MARIETTA, OHIO:

Section 1: That the Director of Public Safety and Service shall be and is hereby authorized and directed to advertise for bids and enter into a contract or contracts for the collection and removal of solid waste and designated recyclable materials from within the City of Marietta, Ohio, according to the plans and specifications attached hereto as Exhibit A, which plans and specifications are hereby adopted and approved.

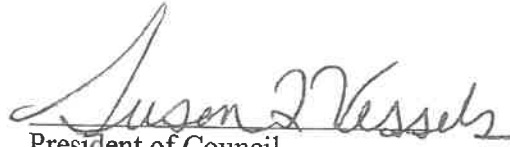
Section 2: That this Ordinance shall be and is hereby declared to be an EMERGENCY measure necessary for the immediate preservation of the public peace, health, and safety of the City of Marietta, Ohio, and for the further reason that immediate action is necessary in order to provide for the prompt bidding and execution of a contract for solid waste removal from the City prior to the expiration of the present contract on June 30, 2023; WHEREFORE, this Ordinance shall be in full force and effect immediately upon its passage and approval by the Mayor.

Introduced by the Water, Sewer and Sanitation Committee, Bret Allphin, Chairman.

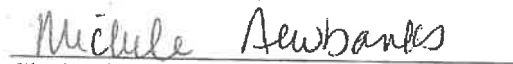

Chairman

Passed this 19 day of January, 2023.

ORDINANCE NO. 183 (22-23)
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President of Council

ATTEST:


Clerk of Council

Approved this 19th day of January, 2023.


Mayor

First Reading Jan. 5, 2023

Second Reading Jan. 19, 2023

Third Reading Suspended