

VILLAGE OF GEORGETOWN, OHIO

RESOLUTION NO. 1249

A RESOLUTION AUTHORIZING THE VILLAGE ADMINISTRATOR TO ENTER INTO A SOLID WASTE COLLECTION AGREEMENT WITH RUMPKE OF OHIO, INCORPORATED

WHEREAS, Rumpke of Ohio, Incorporated (“Rumpke”) provided solid waste collection services to the Village of Georgetown (the “Village”) for many years; and

WHEREAS, the existing service agreement between the Village and Rumpke will expire on March 31, 2021; and

WHEREAS, the Village wishes to continue utilizing Rumpke to provide solid waste collection services to Village residents and businesses subject to the rates and provisions included herein as Exhibit A.

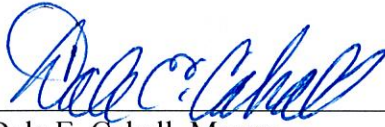
BE IT RESOLVED by the Council of the Village of Georgetown, Brown County, Ohio, a majority or more of all members thereof concurring as follows:

SECTION 1: That the Village Administrator is authorized to enter into an agreement on behalf of the Village of Georgetown with the Rumpke of Ohio, Incorporated for the provision of solid waste collection services from April 1, 2021 to March 31, 2024. A copy of the Agreement is attached as Exhibit A and incorporated herein by reference.

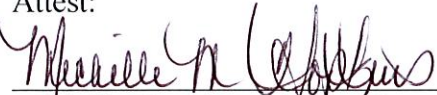
SECTION 2: That the Council hereby finds and determines that all formal actions relative to the passage of this Resolution were taken in an open meeting of the Council, and that all deliberations of this Council and of its Committees, if any, which resulted in formal action, were taken in meetings open to the public, in full compliance with applicable legal requirements, including Section 121.22 of the Ohio Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and after the earliest date allowed by law.

Passed and adopted at a legally convened meeting of Council held on the 25th day of March, 2021.



Dale E. Cahall, Mayor

Attest:


Michelle Hopkins, Clerk of Council

SOLID WASTE COLLECTION AGREEMENT

This Agreement is entered into between Rumpke of Ohio, Incorporated (the "Contractor"), a corporation organized under the laws of the State of Ohio, and the Village of Georgetown, Ohio (the "Customer") and shall become effective April 1, 2021.

WHEREAS, the parties hereto desire to enter into a contract to provide for the collection and disposal of solid waste within the territorial jurisdiction of Customer;

NOW, THEREFORE, be it agreed as follows:

1. The term of this Agreement shall be for a period of three (3) years, which shall commence April 1, 2021 and expire March 31, 2024.
2. The consideration for this Agreement shall be the rendering of services to Customer by Contractor and the payment to Contractor by Customer for the services specified herein.
3. Customer agrees that it will not undertake to contract with any other provider to perform the same or similar services contemplated under this agreement.
4. This Agreement supersedes any and all prior agreements, written or oral, that may exist between the parties hereto. This Agreement shall continue in full force and effect for the term provided herein and shall apply to changes in or additions to existing service address locations of all residential dwelling units contained within the jurisdiction of Customer.
5. The Waste Material to be collected and properly disposed of by Contractor includes all solid waste material generated within the territorial jurisdiction of the Village of Georgetown, Ohio. Waste Material specifically excludes all materials regulated as hazardous, infectious, biomedical, explosive, toxic, radioactive, volatile, and/or highly flammable as defined by applicable federal, state, or local laws.
6. Contractor agrees to comply with all federal, state, and local regulations relating to the collection and disposal of solid waste material. In the event Contractor incurs increased costs as a result of an imposition of new governmental regulations, then Customer shall, after approval of the appropriate governing body, adjust the unit cost by an amount commensurate with the increased costs incurred by Contractor. Contractor may adjust rates for reasons other than set forth above with consent of Customer. Such consent shall be evidenced in writing or by the actions and practices of the parties hereto.
7. Changes in frequency of service or type of equipment may be agreed to orally or in writing. Oral consent shall be evidenced by the actions and practices of the parties hereto.
8. Customer acknowledges that Rumpke shall not be liable for damage to pavement, curbing, or other driving surfaces resulting from the weight of Contractor's vehicles when operated under normal conditions. Neither shall the parties hereto be liable whether in tort, contract, strict liability, warranty, or otherwise for failure to perform hereunder due to contingencies beyond reasonable control, including, but not limited to, civil commotion, strikes, riots, acts of God, or decrees of local, state, or federal governmental bodies, agencies, or courts.

9. Contractor shall continuously maintain Workers Compensation insurance for the full statutory amounts required by the State of Ohio, as well as Automobile Liability and General Liability insurance against all risks involved in Contractor's operation.

10. Contractor agrees that solid waste collection shall be made once weekly from each dwelling unit within the territorial jurisdiction of Customer and that said collection shall normally occur between the hours of 6:00 AM and 6:00 PM.

11. Contractor shall make 96-gallon rolling trash carts available for purchase by Village customers.

12. Contractor agrees to collect up to six (6) 30-gallon solid waste receptacles, or Contractor provided 96-gallon rolling trash carts, and one large, bulk, and white good item per week from each dwelling unit contemplated herein.

a. "Large Items" shall include items that are too large to be placed inside the cart or inside of a trash bag, with an individual weight no greater than that allowed for a can, cart, or bag and which do not meet the definition of a Bulk Item. These items include lamps, bicycles, large toys, small swing sets, vacuum cleaners and other small household appliances, aluminum and plastic resin lawn furniture, an individual cut and tied bundle of carpeting measuring no more than 4 feet in length and meeting the weight requirements, as well as other items of similar size, weight, and compactable nature.

b. "White Goods" shall include all major appliances, such as washers, dryers, refrigerators, freezers, stoves, dishwashers, trash compactors, and other items as agreed by the parties. Appliances must be certified Freon free.

c. "Bulk Items" shall include such items as chairs, table, armoires, chests, headboards, couches, mattresses, cabinets, dressers, and other items as agreed by the parties. Pianos, organs, spas, hot tubs, and furnaces will be excluded from the definition of bulk waste.

13. After collection, Contractor shall return the receptacle(s) in a neat and orderly manner to their original curbside upright position. If so equipped, lids will be replaced atop the receptacle(s).

14. Contractor shall pick up any refuse material scattered or spilled during collection and clean up the area affected within three (3) business hours of notification of the incident. Each truck shall carry equipment (such as a broom and a shovel) for this purpose. Rumpke shall immediately commence clean up of any hydraulic, transmission, or other oil spill, or commence cleanup of any spillage, which creates a hazardous condition (such as a spillage involving glass). If the Customer notifies Contractor of spillage or similar incidents, clean-up must commence within one hour of when the notification was delivered.

15. Contractor will provide Customer a single contact Field Route Supervisor to be responsible for adjudicating customer grievances. At the Village's request, the Supervisor will join the Village in meeting with an aggrieved customer within 24 hours of notification to resolve a complaint about spillage, a refusal to serve or a missed pick-up, and/or other deficiency in service or a need for special service. The decision of the Village shall be final and binding.

16. Rumpke shall invoice the Village on a monthly basis as follows:

- a. April 1, 2021 to March 31, 2022: \$10.40 per unit
\$9.36 per unit – Senior Citizens
- b. April 1, 2022 to March 31, 2023: \$10.56 per unit
\$9.50 per unit – Senior Citizens
- c. April 1, 2023 to March 31, 2024: \$10.56 per unit
\$9.50 per unit – Senior Citizens

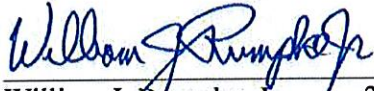
17. All applicable taxes, surcharges, and administrative fees will be in addition to the above quoted rates (based on up to 175 tons per month). The sum of current fees billed to the Village of Georgetown is \$1,444.85 per month. The anticipated fees are based on 2,035 units at \$0.71 per unit. Customers utilizing dumpsters will be serviced as required and invoiced directly according to the attached Container Price Schedule.

18. Collection of solid waste material shall be limited to curbside pickup. It is acknowledged by the parties hereto that the owner or tenant of the residential dwelling unit being provided service is responsible for timely placement of waste material at curbside. In the event that the collection dates and times are changed during the term of this Agreement, Contractor will undertake to notify all users of such change.

19. If determined in the best interest of the Customer, this Agreement may be extended upon mutual written agreement of both parties.

IN WITNESS WHEREOF, the parties have hereunto set their hands by their respective offices as hereinafter set forth, having been duly authorized by their governing bodies by the appropriate resolution with the intent to be legally bound hereby on the day and date last aforesaid.

RUMPKE OF OHIO, INC.



William J. Rumpke, Jr. 3/8/2021

VILLAGE OF GEORGETOWN, OHIO



3/26/21
(Date)

**FRONT & REAR LOAD CONTAINERS:
Effective April 1, 2021 through March 31, 2022**

SIZE	1X	2X	3X	4X	5X	6X	EXTRA
2 YD	73.20	135.94	198.68	261.42	324.16	397.36	26.14
3 YD	94.11	162.08	230.05	298.02	365.99	460.10	31.37
4 YD	109.80	182.99	256.19	329.39	402.59	512.38	36.60
6 YD	135.94	219.59	303.25	386.90	470.56	606.49	41.83
8 YD	162.08	261.42	360.76	460.10	559.44	721.52	47.06

**FRONT & REAR LOAD CONTAINERS:
Effective April 1, 2022 through March 31, 2024**

SIZE	1X	2X	3X	4X	5X	6X	EXTRA
2 YD	74.30	137.98	201.66	265.34	329.02	403.32	26.53
3 YD	95.52	164.51	233.50	302.49	371.48	467.00	31.84
4 YD	111.44	185.74	260.03	334.33	408.62	520.07	37.15
6 YD	137.98	222.89	307.80	392.70	477.61	615.59	42.45
8 YD	164.51	265.34	366.17	467.00	567.83	732.34	47.76

**Above quoted monthly rates contain container rental, service, and disposal charges to be billed directly to commercial customers and include Village of Georgetown billing discount based on \$10.00 per month. Once weekly pickup shall be the minimum required level of service.*

**Rates reflect State of Ohio surcharge of \$1.25 per ton*

For customer-owned containers, deduct the following rental charges from the above monthly rates:

2 YD	\$17.50
3 YD	\$20.00
4 YD	\$22.50
6 YD	\$25.00
8 YD	\$27.50