

**Village of Mantua, Ohio
Resolution 2013-101**

A RESOLUTION ACCEPTING THE QUOTE OF KIMBLE RECYCLING & DISPOSAL, INC. FOR THE EXCLUSIVE PROVISION OF RESIDENTIAL REFUSE COLLECTION SERVICES WITHIN THE VILLAGE, AND COMMERCIAL REFUSE COLLECTION SERVICES ON AN OPT-IN BASIS, FOR THE YEARS 2014 THROUGH 2016 AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Resolution 2010-28, approved by the electors of the Village, the Village of Mantua authorized J&J Refuse Services, now known as Kimble Recycling & Disposal, Inc., to be the exclusive provider of residential refuse collection services, and of commercial refuse collection services on an opt-in basis, within the Village of Mantua for an initial three-year term; and

WHEREAS, the original contract period for the provision of such services will expire on December 31, 2013; and

WHEREAS, Kimble Recycling & Disposal, Inc. has submitted a quote for the continuation of such services for the calendar years 2014 through 2016, which this Council deems fair, equitable and in the best interests of the residents and businesses of the Village.

NOW THEREFORE BE IT RESOLVED by the Council of the Village of Mantua, two-thirds or more of the members elected thereto concurring, that:

SECTION 1. The quote of Kimble Recycling & Disposal, Inc. for the exclusive provision of residential refuse collection services, and the provision of commercial refuse collection services on an opt-in basis, within the Village of Mantua, pursuant to section XXIV of "Exhibit A", attached hereto and incorporated herein by reference, is hereby accepted by this Council on behalf of the residents and businesses of the Village.

SECTION 2. The Mayor of the Village of Mantua is hereby authorized to execute an Agreement in substantially the same form as "Exhibit A", herein, and any and all other necessary documents to effect the provision of the services set forth in "Exhibit A".

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Resolution were adopted in an open meeting of the Council, and that all deliberations of this Council and any of its committees that resulted in such formal actions were adopted in meetings open to the public, in compliance with Section 121.22 of the Ohio Revised Code.

SECTION 4. This Resolution is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety and welfare of the Village of Mantua, and to further ensure the uninterrupted provision of refuse collection services within the Village of Mantua, wherefore, this Resolution shall be in full force and effect immediately upon its passage by two-thirds of the members elected to this Council.

PASSED IN COUNCIL this 19th day of November, 2013

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ATTEST:

Linda Clark, Mayor

Jenny August, Clerk-Treasurer

I hereby certify the above Resolution was posted at the five (5) public notice locations in the Village of Mantua, Ohio on the _____ day of _____, 2013.

Clerk

Approved as to Form:

Michele A. Stuck, Solicitor

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“EXHIBIT A”

**AGREEMENT FOR RESIDENTIAL REFUSE COLLECTION
AND COMMERCIAL REFUSE COLLECTION ON AN OPT-IN BASIS
FOR THE VILLAGE OF MANTUA, OHIO**

THIS AGREEMENT is made this _____ day of _____ 2013, by and between the VILLAGE OF MANTUA, OHIO (hereinafter, “Village”), and KIMBLE RECYCLING & DISPOSAL, INC. of 3596 State Route 39 NW, Dover, OH 44622, its Successors, executors, administrators and assigns (hereinafter, “Service Provider”).

WITNESSETH: The Village and Service Provider hereby agree as follows:

I. INTENT AND PURPOSE

The following is the specifications for the garbage, rubbish, yard waste and bulk items collection services to be provided to residences in the Village of Mantua, Ohio. All residents will comply with the ordinance and enroll in the program, unless they do not generate any refuse needing to be collected by a hauler. Only the Franchised Operator will be permitted to pick up residential garbage, rubbish, yard waste and bulk items. An apartment of four (4) or more units shall be considered as commercial. Commercial customers may be served by Service Provider on an opt-in basis.

The general intent and purpose of the Village of Mantua is to provide a collection system in the form of franchises to collect and dispose of container packaged garbage, rubbish, yard waste and bulk items from individual residential units, duplexes and triplexes, with the specific objective of reducing the volume of wastes going to landfills, reducing wear and tear on the Village’s streets, and improving aesthetics by means of having all trash containers out for collection on only one day per week.

II. DEFINITIONS

A. **Garbage** - shall include all animal and vegetable matter, singularly or in combination, which has been used as food, or intended to be used as food for humans.

* Specifically excluded from garbage shall be any yard waste, such as leaves, grass, weeds, branches, flowers, and fruits.

B. **Rubbish** - shall include all household waste not considered recyclable, including, but not limited to, contaminated paper, broken glass and crockery, floor sweepings, disposable diapers and other personal hygiene products, clothes, shoes, rubber, leather, and general household scraps.

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* Specifically excluded from rubbish shall be: construction debris such as stones, masonry, concrete, lumber, shingles, tar paper, auto parts, engines, batteries, paints, liquids, and any hazardous waste materials.

- C. **Bulk Items** - shall include tires, household furnishings and appliances, which must be set at curbside on regular trash pickup day. Customers to have Freon removed from appliances (e.g. refrigerators, dehumidifiers and air conditioners), and have them properly tagged for removal by trash hauler.
- D. **Yard Waste** - shall include leaves, grass, weeds, branches, bushes, flowers, fruits, and any vegetable matter commonly associated with residential property maintenance. Christmas trees are included in the definition of yard waste.
- E. **Waste or Refuse**- shall include Garbage, Rubbish, and Bulk Items.
- F. **Senior Resident** - shall mean any resident sixty-five years or older.
- G. **Physically Impaired Resident**- shall mean any resident, regardless of age, having a condition that substantially limits his/her mobility.
- H. **Non Senior/Impaired Resident**- Shall mean a resident who is both not a senior resident and who is not a physically impaired resident.

III. VILLAGE OF MANTUA REFUSE PICKUP PROGRAM

Weekly collection of single family residences' refuse, and, optionally, commercial refuse within the limits of the Village of Mantua.

1. No limit on number of bags or containers.
2. Pre-paid bags may be used by customer, who shall be responsible for contacting Service Provider and obtaining such bags as specified by Service Provider.
3. Refuse collection shall include yard waste (prepared to reasonable specifications of collection service provider).
4. Maximum weight for bag and/or container supplied by individual residential customer shall be 50 pounds.
5. For company-supplied "waste wheeler", maximum weight shall be 250 pounds.
6. Upon reasonable notice to Service Provider each residential household is permitted one bulk item per month at no charge (i.e.: furniture, bedding, appliances and tires).
7. Collection Service Provider to direct bill residents for service quarterly. No billing to be done by Village of Mantua.
8. Official Price List does not allow for fuel surcharge.
9. Village of Mantua municipal government refuse collection to be provided at no additional cost to include the following:

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- a) Municipal Building (4650 High Street) – one 96-gallon (approx.) “waste wheeler” (or similar) to be supplied by Service Provider and placed near generator
 - b) Service Garage (4880 High Street)- one 4-yd. dumpster
 - c) Park Lodge (4808 High Street) – one 2-yd. dumpster
 - d) Wastewater Treatment Plant (South of Line Street)- one 1-yd grit dumpster
 - e) Main Street and Mini Plaza - seven 30-gallon garbage cans
10. Senior discounts to be provided.
11. “Snowbird” clause to be provided allowing residents to discontinue service for a period of absence from the Village of Mantua at no charge to resident (2 week absence minimum).
12. “Backdoor service” for disabled individuals to be provided at no additional charge.
13. Trash pickup per Agreement shall be completed in one day. Fridays shall be the default day for such pickup, except that in weeks containing a legal holiday, pickup shall be delayed until Saturday. On or before January 1st of each year, Service Provider must notify the Village of the observed holidays for that year which will result in a delay of the normal Friday pickup.
14. All collections shall occur between 7:00 a.m. and 7:00 p.m.
15. Service Provider shall offer a price for rental of a roll-off dumpster for renovation/remodeling/improvement projects on as-needed basis by Village residents and businesses.
16. Branches must be either container packaged in a bag or other disposable container or tied in bundles. In either event the branches shall be cut to length not greater than 36 “.
17. Service Provider – All waste must be transported to a licensed facility. See Section IX below.

IV. CONTACT WITH VILLAGE OFFICE

The Service Provider, at his own expense, shall designate and provide a customer service representative and phone number that is available each day between the hours of 8:00 a.m. and 4:30 p.m., and be prepared to receive any orders and complaints which may be necessary to expand the services and/or improve them as necessary.

V. PREPARATION OF RUBBISH AND GARBAGE AND RECYCLABLES

All rubbish, garbage and refuse shall have drained from it, as far as practicable, all free liquid before being placed into the containers for collection and garbage as such shall be wrapped. The separation of combustible and non-combustible rubbish and garbage will not be required.

VI. EQUIPMENT

Service Provider shall supply all equipment necessary for carrying out its obligations under this Agreement. Equipment to be used for hauling shall be of late model and in such

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condition that the schedule of collections as prepared for the Village of Mantua can be maintained. Breakdowns or faulty equipment will not be sufficient reason for deviating from this schedule. The Service Provider shall use the equipment identified in its original proposal or equipment equal in type, specifications, and age, the usual wear and tear expected, at all times during the performance of the Agreement and shall promptly acquire and use such additional equipment that performance of the Agreement shall from time to time require. Equipment must be available for inspection during the life of the Agreement. The Village shall have the right to approve or reject any specific piece of equipment for use in Mantua at any time during the Agreement period.

VII. COLLECTION METHODS

It shall be the responsibility of the Service Provider to make collections of all materials in a clean and orderly manner so that: (1) garbage, rubbish, bulk items and yard waste are not spilled and left upon private property, sidewalks or streets; and (2) after emptying, all containers are replaced to the original locations in an orderly fashion so that they present no danger or risk to anyone.

VIII. SERVICE FOR VILLAGE FACILITIES

The Service Provider shall provide containers/dumpsters in the quantities and sizes indicated below for the collection of garbage, rubbish, and/or other refuse for each of the following Village owned buildings, to be picked up on the same day as regularly scheduled refuse collection, at no cost to the Village. The Village of Mantua has the option to increase or decrease container/dumpster quantities and/or sizes during this Agreement.

- a) Municipal Building (4650 High Street) – one 96-gallon (approx.) “waste wheeler” (or similar) to be supplied by Service Provider and placed near generator
- b) Service Garage (4880 High Street)- one 4-yd. dumpster
- c) Park Lodge (4808 High Street) – one 2-yd. dumpster
- d) Wastewater Treatment Plant (South of Line Street)- one 1-yd grit dumpster
- e) Main Street and Mini Plaza - seven 30-gallon garbage cans

IX. DISPOSAL FACILITIES

Service Provider shall maintain evidence of a plan for disposal of all refuse, and the same shall be made available to the Village upon any reasonable request. Said plan shall be considered to be an integral part of this Agreement.

X. COMPLAINTS

The Village Council or its designee shall have the right to determine the validity of complaints made by residential users of garbage, rubbish, bulk items and/or yard waste collection services as to failure of the Service Provider to conform to the requirements of the Agreement and specifications and his decision/s thereon shall be final and binding upon the Service Provider in the assessment of penalties as hereinafter provided.

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XI. PENALTIES

The Village may charge the Service Provider one dollar and fifty cents (\$1.50) in liquidated damages for each verified failure on the part of the Service Provider to collect garbage, rubbish and/or yard waste as required in these specifications. In case the Service Provider shall fail to make such collections or dispositions after 24 hours notice of such complaint either by telephone or in person to the Service Provider, the following non-collection penalty shall be in effect:

Non-collection within the specified time will cause the Village to collect with its own trucks on an emergency and overtime basis with the personnel and equipment charges being billed back to the Service Provider.

XII. ACCUMULATION OF GARBAGE, RUBBISH OR YARD WASTE

The Service Provider shall collect, remove and dispose of all garbage, rubbish, bulk items or yard waste, as defined in these specifications from all places in the Village of Mantua, Ohio, which may be designated by the Village Council or its agents whenever and wherever, the same may exist or accumulate within the corporate limits of the Village. If the cause of existence or accumulation is the fault of the Service Provider, the Service Provider shall bear the cost of said removal. If the cause is something other than the misfeasance or nonfeasance of the Service Provider, the charge for said pickup will be negotiated at the time said services become necessary.

XIII. CONTROL OF CONTRACT

The Service Provider shall not assign the Agreement or sublet as a whole or in part without the consent of the Village of Mantua. Such consent does not release the Service Provider from any of his obligations and liabilities under the Agreement. Violation of this specification shall result in instant forfeiture. Any violation of these specifications shall be sufficient cause for the immediate cancellation of the Agreement by the Village of Mantua, who may thereupon employ the necessary labor to perform the work at the expense of the offending Service Provider and his sureties.

XIV. PERFORMANCE BOND

Service Provider agrees to furnish a performance bond on a yearly basis in the sum of Fifteen Thousand Dollars (\$15,000.00) with good and sufficient surety to be approved by the Director of Law of the Village of Mantua, conditioned that the Service Provider shall collect and dispose of all garbage, rubbish, bulk items or yard waste, in a good, proper and lawful manner, and in compliance with the ordinances of the Village of Mantua, Ohio, the rules of the Portage County Board of Health, and Ohio EPA and U.S. EPA and obligations of the Agreement and save the Village of Mantua harmless from any and all damages in connection with the collecting and disposing of garbage, rubbish and/or yard waste.

XV. MANTUA INCOME TAX

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The Village of Mantua levies a tax on income and profits and the Service Provider will be subject to the provisions of Village Income Tax Ordinance as amended.

XVI. WORKERS' COMPENSATION AND SOCIAL SECURITY

Workers' Compensation and Social Security Acts, as amended, are deemed a part of the Agreement. Service Provider must be able to show that so far as previous and current contracts involving the collection and removal of garbage and rubbish are concerned their relations with the Bureau of Workers' Compensation and the Federal Offices of the Social Security System are completely satisfactory in every respect.

XVII. TERM OF AGREEMENT

This Agreement shall be for a period of three (3) years beginning January 1, 2014 and ending December 31, 2016.

XVIII. INDEMNITY AND INSURANCE

The Service Provider shall indemnify and save harmless the Village of Mantua and all of its executives, representatives, officers, agents, employees, successors and assigns, jointly and severally of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments or claims and demand of any character, name or description brought on account of any injuries or damages received or sustained by any person, persons or property, by reason of any act, omission, neglect, or misconduct of said Service Provider, his agent or employees in the execution of this Agreement.

In addition, the Service Provider shall carry an insurance policy providing complete third party comprehensive bodily injury and property damage liability insurance covering not only the Service Provider, but also the Village of Mantua, Ohio, limits of which shall not be less than \$100,000/\$300,000 for bodily injury and \$50,000 for property damage with the Village of Mantua named as additional insured with the Service Provider under the said policy. The Service Provider shall furnish the proper certificate of insurance coverage to the Village of Mantua.

XIX. EMPLOYER-EMPLOYEE PERSONNEL REQUIREMENTS

Any official or employee of the Service Provider using improper or vile language, being under the influence of drugs and/or alcohol while on duty, or demanding or accepting pay from citizens for services rendered, or falsifying any report he may be called upon to make, or refusing to collect and remove garbage, rubbish, bulk items and yard waste, as herein defined, without being paid for same, except as is provided and allowed in this Agreement, or who is, in the opinion of the Mayor or his/her designee, incompetent to perform the work assigned to him by the Service Provider, shall immediately be removed from said work and be barred from further employment in said work. The Service Provider shall provide a personnel list to the Village.

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XX. BILLING, COLLECTION, SUSPENSION OF SERVICE

The Service Provider shall provide billing and collection for each customer. The Service Provider will provide each customer with a quarterly bill via the US Mail or electronically at the option of the Customer. The Service Provider shall allow Customers to pay by credit card and other electronic means or by check via the US mail at the option of the Customer. The Service Provider shall not at any time during the term of this Agreement charge Customers an additional amount based upon the method of billing or payment. The Village has no responsibility or liability for nonpayment.

The Service Provider shall allow any customer to suspend their service for any three month period in any twelve (12) month period. The customer will not be billed for the period of said suspension; provided the customer provides a two (2) week notice to the Service Provider of when and how long the service is to be suspended.

XXI. EXCLUSIVE FRANCHISE

The Service Provider shall have exclusive franchise for the collection from residential premises. The franchise contemplated herein does not include the collection of “recyclables”, which are collected by the Portage County Solid Waste Management District, and shall not be deemed to limit the right or obligation of the Village of Mantua to conduct leaf and branch pickup as regularly scheduled.

XXII. BREACH, TERMINATION OF AGREEMENT

Force Majeure: Neither the Village nor Service Provider shall be deemed to be in breach or default of any provision of this Agreement by reason of a delay or failure in performance due to acts of God, acts of governments, wars, riots, strikes, accidents in transportation, or other causes beyond the control of the parties.

Breach: In the event that either party believes that the other has materially breached any obligations under this Agreement, such party shall so notify the breaching party in writing. The breaching party shall have fourteen (14) days from the receipt of notice to cure the alleged breach and to notify the non-breaching party in writing that cure has been effected. If the breach is not cured within the time period, the non-breaching party shall have the right to terminate the Agreement without further notice. In the event of early termination permitted by this Agreement, the non-breaching party shall be entitled to a refund or payment, as appropriate, of a pro-rata portion of any amounts paid or due for services rendered without breach prior to the date of termination. There shall be no liquidated damages permitted in the event of termination because of breach of this Agreement.

Waiver of Breach: No term or provision herein shall be deemed waived and no breach excused unless such waiver or consent is in writing and signed by the party claimed to have waived or consented.

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Non-Breach Termination: This Agreement may be terminated by either party for any reason not amounting to breach of the terms stated herein upon no less than one hundred twenty (120) days written notice to the non-terminating party.

XXIII. MODIFICATION TO RATES

Governmental increases of taxes or fees specifically related to solid waste disposal will be passed on to the customers on an actual cost basis. (i.e. federal, state, or local governmental bodies, solid waste districts, etc.). The Village of Mantua requires no less than thirty (30) days notice prior to any rate increases occasioned by such governmental actions.

XXIV. NOTICE

All notices required or permitted hereunder shall be in writing and shall either be delivered in person or sent by certified U.S. Mail, return-receipt requested, and shall be deemed delivered on the sooner of actual receipt or three (3) days after deposit in the mail, postage prepaid, addressed to the VILLAGE or the CONTRACTOR at the addresses set forth below:

To the VILLAGE: Mayor, Village of Mantua
P.O. Box 775
Mantua, OH 44255

To the SERVICE PROVIDER: KIMBLE RECYCLING & DISPOSAL, INC.
3596 State Route 39 NW
Dover, OH 44622

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XXV. OFFICIAL PRICE LIST

PRICE FOR SERVICES-NO FUEL SURCHARGE

Quarterly Rate per service unless otherwise indicated

<u>Residential Service</u>	<u>1st YearRate</u> (01/01/14 to 12/31/14) <i>per</i> <i>quarter unless</i> <i>otherwise specified</i>	<u>2nd YearRate</u> (01/01/15 to 12/31/15) <i>per</i> <i>quarter unless</i> <i>otherwise</i> <i>specified</i>	<u>3rd YearRate</u> (01/01/16 to 12/31/16) <i>per</i> <i>quarter unless</i> <i>otherwise</i> <i>specified</i>
Basic Weekly Residential Service (customer-supplied bins or bags)	\$43.44	\$44.73	\$46.53
Weekly Service including rental of Service Provider-supplied 96 gallon (approx) "Waste Wheeler"	\$49.44	\$50.91	\$52.95
Pre-paid bags, purchased from Service Provider	\$3.00 <i>per each bag</i>	\$3.50 <i>per each bag</i>	\$3.50 <i>per each bag</i>
Senior discounted rate for residential services	5% <i>discount</i>	5 % <i>discount</i>	5 % <i>discount</i>
Rental of "Roll-off" dumpster, per day, and collection/disposal after rental	<i>\$5.20 per day after 7 days; one-time container delivery cost: \$52.00 cost per pull any size container: \$171.60; per ton disposal charge: \$48.88</i>	same as 2014	same as 2014
<u>Business/Commercial/Complex Service</u> <i>(will be on opt-in basis for customers)</i>			
2 yard dumpster, weekly collection	\$212.10	\$212.10	\$212.10
3 yard dumpster, weekly collection	\$244.20	\$244.20	\$244.20
4 yard dumpster, weekly collection	\$279.60	\$279.60	\$279.60
6 yard dumpster, weekly collection	\$350.25	\$350.25	\$350.25
8 yard dumpster, weekly collection	\$433.80	\$433.80	\$433.80

Notes:

- The rate quoted will be the quarterly cost to collect refuse on a weekly basis from all residences, optionally businesses and complex dumpsters in the Village of Mantua; unless otherwise specified.

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- The number of units will fluctuate monthly due to vacancies and new occupancies; the Village of Mantua bears no responsibility for informing Service Provider of changes in occupancy
- Service Provider shall also collect weekly all Village of Mantua government refuse at no cost to the Village of Mantua. Village of Mantua government refuse shall include the following:
 - a) Municipal Building (4650 High Street) – one 96-gallon (approx.) “waste wheeler” (or similar) to be supplied by Service Provider and placed near generator
 - b) Service Garage (4880 High Street) - one 4-yd. dumpster
 - c) Park Lodge (4808 High Street) – one 2-yd. dumpster
 - d) Wastewater Treatment Plant (South of Line Street) - one 1-yd grit dumpster
 - e) Main Street and Mini Plaza - seven 30-gallon garbage cans

XXVI. EEO/AFFIRMATIVE ACTION STATEMENT

The Village of Mantua and Service Provider pledge to provide equal opportunity with regard to race, color, creed, national origin, sex, or age. This pledge applies to all employees and applicants for employment in connection with hiring, placement, upgrading, transfer, or demotion; recruiting, advertising, or solicitation for employment; treatment during employment; rates of pay or other forms of compensation; selection for training; layoff or termination of employment.

This statement is made in accordance with Title VI of the Civil Rights Act of 1963, Executive Order 11246, dated September 24, 1965, and Executive Order 11375, dated October 13, 1969.

IN WITNESS WHEREOF, the party of the first part has hereto subscribed by the Mayor and the party of the second part has/have affixed his/her/their name(s).

VILLAGE OF MANTUA, OHIO

WITNESS:

BY: _____
Mayor Linda S. Clark

KIMBLE RECYCLING & DISPOSAL, INC.

WITNESS:

BY: _____
Keith B. Kimble, President

DATE: _____

DATE _____