

ORDINANCE NO. 2024-13

INTRODUCED BY MAYOR AND COUNCIL AS A WHOLE

Introduced by	_____
Motioned by	_____
Seconded by	_____
1st Reading	3.20.24
2nd Reading	4.9.24
Third Reading	6.11.24
Under suspension	_____
Tabled 4-23-24	

AN ORDINANCE AUTHORIZING THE MAYOR TO ENTER INTO A REFUSE COLLECTION AND RECYCLE PROCESSING SERVICE AGREEMENT WITH WASTE MANAGEMENT OF OHIO, INC. AND DECLARING AN EMERGENCY

WHEREAS, the Village Oakwood deems it advantageous to enter into a refuse collection and recycle processing service agreement with Waste Management of Ohio, Inc.; and,

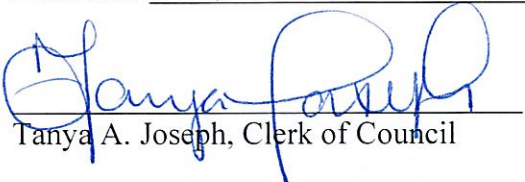
WHEREAS, Oakwood and Waste Management of Ohio, Inc. have agreed in principle to the terms of said agreement as set forth in the document attached hereto and incorporated herein by reference and marked Exhibit "A";

NOW THEREFORE, BE IT RESOLVED by the Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio that:

SECTION 1. The Mayor be and is hereby authorized to enter into a Refuse Collection and Recycle Processing Service agreement with Waste Management of Ohio, Inc., a copy which is attached hereto and expressly made a part hereof by reference and marked Exhibit "A".

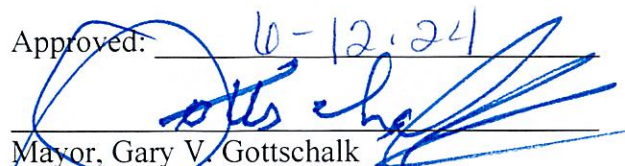
SECTION 2. This Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public peace, health, safety and welfare of the inhabitants of the Village, the reason for the emergency being that the continuation of uninterrupted refuse collection and recycle processing is of paramount importance to the citizens of Oakwood, therefore, provided it receives two-thirds ($\frac{2}{3}$) of the vote of all members of Council elected thereto, said Ordinance shall be in full force and effect immediately upon its adoption by this Council and approval by the Mayor, otherwise from and after the earliest period allowed by law.

PASSED: 6-11-2024

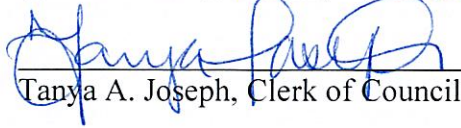

Tanya A. Joseph, Clerk of Council


Erica L. Nikolic, President of Council

Presented to the Mayor 6-12-24

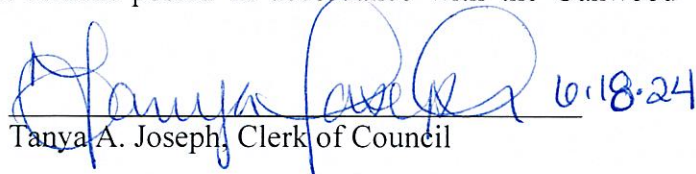
Approved: 6-12-24

Mayor, Gary V. Gottschalk

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that the foregoing Ordinance No. 2024-13 was duly and regularly passed by this Council at the meeting held on the 11th day of June, 2024.


Tanya A. Joseph, Clerk of Council

POSTING CERTIFICATE

I, Tanya A. Joseph, Clerk of Council of the Village of Oakwood, County of Cuyahoga, and State of Ohio, do hereby certify that Ordinance No. 2024-13 was duly posted on the 18th day of June, 2024, and will remain posted in accordance with the Oakwood Village Charter


Tanya A. Joseph, Clerk of Council 6.18.24

REFUSE COLLECTION AND RECYCLE PROCESSING SERVICE AGREEMENT

This Refuse Collection and Recycle Processing Service Agreement ("Agreement") is hereby entered into between the Village of Oakwood ("Village") and Waste Management of Ohio, Inc. ("WMO") and shall be effective on the date that it has been signed by authorized representatives of both parties (the "Effective Date").

RECITALS

1. WMO is in the business of providing waste collection and recycle processing services throughout Ohio (the "Territory").
2. The Village is in need of residential refuse collection services and recycle processing services.
3. The parties have determined to enter into this exclusive Agreement in which WMO will contract with the Village to provide exclusive residential refuse collection and recycle processing services (the "Services").
4. The terms and conditions of this Agreement are as follows:

TERMS AND CONDITIONS

1. Services to be Provided by WMO

- A) WMO will exclusively provide to all owners of residential single-family units within the Village weekly refuse collection consisting of the Acceptable Waste contained in one 96-gallon refuse container, using WM vehicles on WMO designated routes and days. Acceptable Waste shall mean all non-hazardous solid waste generated by households in the ordinary course including food wastes and discarded papers, cardboard, plastics, cloth, glass, metal materials. Waste shall be considered Acceptable Waste only if properly contained within one 96-gallon cart placed at the curbside on the proper weekly collection day. Overflow of waste is not permitted. As used herein, the term waste and/or refuse shall be Acceptable Waste unless the context demonstrates otherwise. Title to Acceptable Waste shall transfer to WMO upon collection in WMO vehicles.
- B) The holiday schedule is: New Years Day; Memorial Day; Independence Day; Labor Day; Thanksgiving Day; and Christmas Day. In the event a Holiday falls on one of the collection days, the Contractor shall provide service on the next available day.
- C) In the event that WMO is unable to perform collection duties due to severe weather condition, WMO will notify the Village designee of such occurrence.
- D) Location of waste to be picked up. Residential containers should be within five (5) feet of the curb for collection by 7:00 A.M on the designated collection day.
- E) WMO shall provide each residential single-family unit within the Village one 96-gallon refuse cart and one 64-gallon recycling cart. Residents may choose an

additional cart provided by WMO as specified in the pricing page attached. WMO shall retain ownership of all carts, be responsible for maintenance and replacement for normal wear and tear, and shall collect same from each residential unit at the expiration of this Agreement.

- F) WMO will collect recyclable material every other week that meets the specifications attached hereto as Attachment "A" from the curb side in 64-gallon carts provided by WMO. WMO will process the recyclable material collected in the Village in accordance with the terms and conditions contained in Attachment "A".

2. Service Rates

WMO shall charge the Village the rates for service listed in Attachment "A" and Attachment "B".

3. Billing Procedures

WMO will invoice the Village directly at the beginning of each calendar month. Village shall remit payment to WM within thirty (30) days of the date of each invoice. Invoices will be based upon the total residential house count within the Village as agreed by the parties. Not more often than once annually, either party can request an audit of the total house count and upon such request, the parties shall confer and determine if an adjustment to the house count is required, and once a revised house count is agreed by the parties, it shall be the total utilized for all invoices thereafter.

4. Compliance

WMO shall comply with all applicable laws, regulations and permits.

5. Indemnification

WMO will indemnify the Village for any liabilities that may arise from WMO's negligent performance under the Contract.

6. Term

The initial term of this Contract shall be for a period of 5 years beginning April 1, 2024 and ending March 31, 2029, with additional extension options to be mutually agreed upon by both parties.

7. Default

Either party may terminate this Agreement if:

A) the other party fails to comply with a term or condition of the Agreement, and fails to correct such failure within 30 days of receiving written notice of such failure, or

B) Files a petition in bankruptcy or is insolvent.

8. Government Fees:

The Village and WMO agree that any additional government fees imposed by any local, state or federal governmental agency or body, which affect the cost of services provided by WMO, shall be passed through and added to monthly invoices.

9. Other Surcharges:

WMO shall not apply any other surcharges or fees.

10. Miscellaneous:

This Agreement constitutes the entire agreement between the parties. No other oral or written representation or agreement shall have any bearing on the interpretation or meaning of this Agreement. All provisions of this Agreement shall be strictly complied with and conformed to by WMO and no amendments to this Agreement shall be made except upon the written consent of both parties.

WASTE MANAGEMENT OF OHIO, INC.

Doug Reams Area Sales Manager

Name and Title

Doug Reams

Signature

7/16/2024

Date

Village of Oakwood

Gary V. Gottschalk

Chairman

Gary V. Gottschalk

Signature

7/17/24

Date

Attachment "A"
SINGLE STREAM SPECIFICATIONS

RECYCLABLES must be dry, loose (not bagged) and include ONLY the following:

Aluminum cans – empty	Newspaper
PET bottles with the symbol #1 – with screw tops only – empty	Mail
HDPE plastic bottles with the symbol #2 (milk, water bottles detergent, and shampoo bottles, etc.) – empty	Uncoated paperboard (ex. cereal boxes; food and snack boxes)
Steel and tin cans – empty	Uncoated printing, writing and office paper
Phone books	Old corrugated containers/cardboard (uncoated)
Magazines, glossy inserts and pamphlets	

RECYCLABLES may include the following with the written consent of COMPANY:

Plastic containers with symbols #3-#7 – empty (no expanded polystyrene), empty	Glass food and beverage containers – brown, clear, or green - empty
Aseptic containers	Cartons

NON-RECYCLABLES include, but are not limited to the following:

Plastic bags and bagged materials (even if containing Recyclables)	Microwavable trays
Mirrors	Window or auto glass
Light bulbs	Coated cardboard
Porcelain and ceramics	Plastics unnumbered
Expanded polystyrene	Coat hangers
Glass and metal cookware/bakeware	Household appliances and electronics,
Hoses, cords, wires	Yard waste, construction debris, and wood
Flexible plastic or film packaging and multi-laminated materials	Needles, syringes, IV bags or other medical supplies
Food waste and liquids, containers containing such items	Textiles, cloth, or any fabric (bedding, pillows, sheets, etc.)
Excluded Materials or containers which contained Excluded Materials	Napkins, paper towels, tissue, paper plates, paper cups, and plastic utensils
Any paper Recyclable materials or pieces of paper Recyclables less than 4" in size in any dimension	Propane tanks, batteries

DELIVERY SPECIFICATIONS:

Material delivered by or on behalf of Customer may not contain Non-Recyclables or Excluded Materials. "Excluded Materials" means radioactive, volatile, corrosive, flammable, explosive, biomedical, infectious, bio-hazardous or toxic substance or material, or regulated medical or hazardous waste as defined by, characterized or listed under applicable federal, state, or local laws or regulations, materials containing information (in hard copy or electronic format, or otherwise) which information is protected or regulated under any local, state or federal privacy or data security laws, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended, or other regulations or ordinances.

Company is not obligated to collect Containers which are Contaminated. For purposes of this Agreement, a Container or Load is "Contaminated" when, based on visual inspection, (i) a Recyclable Materials Container or Load has more than 10% non-Recyclable Materials (volume or weight) or any amount of Excluded Materials. If Company elects to not collect a Contaminated Container, it shall notify the customer by tag

affixed to the container. If Company elects to collect Contaminated Containers, it may charge a Contamination Fee per Load up to \$150.00/ton or such other amount agreed upon by the parties. Company may dispose of the contents of a Contaminated Container or Load without notice if it elects to collect.

Company may reject in whole or in part, or may process, in its sole discretion, Recyclables not meeting the specifications, including wet materials, and Customer shall pay Company for all costs, losses and expenses incurred with respect to such non-conforming Recyclables including costs for handling, processing, transporting and/or disposing of such non-conforming Recyclable Materials which charges may include an amount for Company's operating or profit margin. Without limiting the foregoing, and Customer shall pay a contamination charge for additional handling, processing, transporting and/or disposing of Non-Recyclables, Excluded Materials, and/or all or part of non-conforming loads and additional charges may be assessed for bulky items such as appliances, concrete, furniture, mattresses, tires, electronics, pallets, yard waste, propane tanks, etc.

Company reserves the right upon notice to discontinue acceptance of any category of materials set forth above as a result of market conditions related to such materials and makes no representations as to the recyclability of the materials.

Commencing on the effective date of this Agreement, any increase in recycling processing and transportation fees above \$60.00 per ton will be passed through to the Village. The increase would be passed on to the Village as part of a quarterly rate adjustment. The increase would be based on the previous quarters collected recycle tonnage multiplied by the processing and transportation fee increase per ton, then divided by number of units and by 3 months. For example, if collected 36 recycle tons in previous quarter and the price to process and transport increased from \$60/ton to \$63/ton, then $36 \text{ tons} \times \$3/\text{ton} = \108 . $\$108/3 \text{ months}/1,400 \text{ units} = \0.03 ; the rate would increase 3 cents/unit/month. When the recycle processing and transportation fee remains at \$60/ton or below, no additional charges will apply.

Attachment “B”

The rates paid to WMO for performance of the refuse collection work during the term of the Agreement shall be as follows:

- \$7.80 per unit per month April 1, 2024 to March 31, 2025
- \$8.25 per unit per month April 1, 2025 to March 31, 2026
- \$8.66 per unit per month April 1, 2026 to March 31, 2027
- \$9.09 per unit per month April 1, 2027 to March 31, 2028
- \$9.55 per unit per month April 1, 2028 to March 31, 2029
- During the term of the Agreement the rate for additional cart rental shall remain the same \$4.00 per cart per month.