

07-13

An Ordinance regulating solid waste collection in the Village, repealing all previous Ordinances and declaring an emergency;

Whereas, Council desires to continue standardized and regulated solid waste and recycling collection in the village, and

Whereas, Council desires to award a franchise contract to facilitate solid waste and recycling pickup in the village to facilitate this, and

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF LITHOPOLIS, FAIRFIELD COUNTY, STATE OF OHIO;

Section 1. Council authorizes the Mayor to execute a contract with **Rumpke of Ohio Inc** to provide solid waste and recycling collection within the municipal limits of ~~the~~ Lithopolis attached and incorporated herein as Attachment A. **Rumpke of Ohio Inc** shall be the only agent approved to collect solid waste and recycling in the village.

Section 2. Council authorizes the Mayor to continue village billing of solid waste and recycling collection through the use of the utility billing software.

Section 3. Council directs the Fiscal Officer to oversee, manage and coordinate with **Rumpke of Ohio Inc** the collection of solid waste and recycling.

Section 4. Council authorizes the collection of a solid waste franchise fee in the difference between the charged rate and the collected rate per month per account to be used for village beautification, cleanliness, refuse abatements and other items as deemed necessary and appropriate by the Mayor and Council.

Section 5. Each residential or business parcel with a structure shall receive an appropriate solid waste container(s) and recycling bin(s) and shall be billed accordingly for the collection service.

Section 5(a). For multi-family units each equivalent dwelling unit (EDU) shall have a separate tote, or if required by the Zoning Inspector, a commercial dumpster with sufficient capacity to contain the solid waste generated by the multi-family units.

Section 5(b). Business parcels that contain multiple businesses shall have a separate tote for each business or a commercial dumpster with sufficient capacity to contain the solid waste generated by the businesses.

Section 6. Recyclable materials placed at the curb or in recycling bins are the property of the Village and/or its authorized agent. It is a violation of this ordinance for any person unauthorized by the Village to collect or pick up or cause to be collected or picked up any such recyclables. Any and each such collection in violation hereof shall constitute a separate and distinct offense punishable as hereinafter provided in Section ~~10~~.

Section 7. Only solid waste generated on the property of record shall be deposited for collection. No person is authorized to deposit solid waste not generated on the property of record for collection by the municipal franchise agent

Section 9. Rates shall be set as follows and may be adjusted at the discretion of Council.

Solid Waste Pickup Service	Monthly Rate
Residential	\$ 13.00
Residential - Senior	\$ 11.00
Commercial w/2 yard dumpster	\$ 52.00
Commercial w/4 yard dumpster	\$ 72.00
Commercial w/6 yard dumpster	\$ 97.00
Additional Toters	\$ 8.00

All residential prices include 1 Toter and curb-side recycling bin.
65-gallon recycle tote available upon request.

Section 10. Any person, firm or corporation who violates or neglects to comply with any part of this ordinance, or any regulations promulgated pursuant thereto, shall, upon conviction thereof, be punishable by a fine not to exceed one hundred (\$100.00) dollars. Enforcement shall commence upon the effective date of this ordinance. Each and every day that said violation continues shall be considered a separate offense.

Section 11. This Ordinance is hereby declared to be an emergency measure in that the public peace, safety, health and welfare of the inhabitants of the Village of Lithopolis are involved and specifically to ensure prompt and adequate solid waste collection, thereby preserving the sanitary well being of the village. This Ordinance shall become effective and be in force immediately upon its passage by Council and signing by the Mayor.

DATE PASSED: FEB 26, 2013

ATTEST:

Jacinta Bagshaw SIGNED
CLERK

[Signature]
MAYOR

DATE:

2-26-13

DATE:

2/26/13

APPROVED AS TO FORM:

[Signature]

**CONTRACT FOR
RESIDENTIAL & COMMERCIAL
SOLID WASTE & RECYCLABLE COLLECTION SERVICES**

This contract is entered into this 26 day of FEBRUARY, 2013 by and between the **Village of Lithopolis, Ohio**, hereinafter referred to as "Village" and **Rumpke of Ohio, Inc.**, hereinafter referred to as "Contractor," and consists of the following: the Village's Instructions to Bidders, Rumpke's December 11, 2012 bid proposal and this document. Where there is any question concerning obligations or requirements, the contract, then the specifications in the bid documents, take precedence.

NOW AND THEREFORE, it is agreed as follows:

Effective March 1, 2013 and continuing through February 28, 2016 Rumpke will provide solid waste and curbside recycling collection and disposal services on an exclusive basis for all residential and commercial units within the Village of Lithopolis. Each residential and commercial hand-service unit will be provided with a 96-gallon trash cart to be serviced one (1) time per week. Each collection unit shall be limited to the equivalent of 200 gallons on a regular pickup basis. All solid waste shall be properly contained. Curbside recycling collection will be provided one (1) time per week on the same day as solid waste collection. Each residence will be provided with an 18-gallon recycling bin. One (1) 65-gallon recycling cart will be provided per residence upon request at no additional charge. All carts and/or recycling bins shall remain the property of Rumpke.

Commercial units requiring dumpster service will be provided with the appropriate size container to be serviced one (1) time per week and invoiced directly to the Village on a monthly basis. Commercial customers may request two (2) times per week collection at double the agreed rate. More than two (2) pickups per week on a regular basis must be approved in writing by the Village.

All solid waste and recycling collection services shall be provided between the hours of 6:00 AM and 7:00 PM.

Rumpke will invoice the Village of Lithopolis on a monthly basis as follows:

Tote (Residential or Commercial)	\$11.95 Per Unit Per Month
Additional Tote:	\$ 6.80 Each Per Month
Senior Tote:	\$ 9.95 Per Unit Per Month
2YD Container:	\$50.80 Each Per Month
4YD Container:	\$70.80 Each Per Month
6YD Container:	\$95.80 Each Per Month

The Village's monthly invoice shall initially be based on 532 totes, 17 additional totes, 71 Senior Citizen totes, two (2) 2YD containers, nine (9) 4YD containers and four (4) 6YD containers. Any changes to this unit count will be made on a monthly basis as reported by the Village.

Rumpke shall remove and dispose of all solid waste from all municipally owned or operated locations, from the Bloom-Carroll Intermediate School and the Roller Field sports area free of charge. Temporary roll-off containers will be provided as requested by the Village for two (2) special events per year at no additional charge.

The Contractor agrees to comply with all Federal, State and local laws and regulations in the collection, removal, and disposal of all such waste material. In the event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, additional fuel costs, or new or increased surcharges, fees or taxes as a result of imposition of new governmental regulations not in effect at the time of

acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials) then the Village may, after negotiation with Rumpke and approval by the Village Council, adjust the unit cost by an amount commensurate with the increased per unit operating cost incurred by Rumpke.

In the event that either party is unable to perform any of its obligations under this contract or to enjoy any of its benefits because of (or if failure to perform the services is caused by) war, Acts of God, natural disaster (such as floods, earthquakes, tornadoes, hurricanes, blizzards, windstorms, high water table, unusually severe weather), fires, quarantine, labor disputes or strikes, explosion, shortage or failure in the supply of fuel, electric current or other public utility not caused by Contractor's actions, actions or decrees of governmental bodies not caused by Contractor's actions, or any other cause beyond the control of the parties (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party. Upon receipt of notice, all obligations under this contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this contract.

The term of this contract shall be for three (3) years effective March 1, 2013 and continuing through February 28, 2016. This contract may be renewed for two (2) additional option years at the sole discretion of the Village of Lithopolis and upon the original terms of this contract.

IN WITNESS WHEREOF, the Village of Lithopolis, by its duly authorized representative, hereunto subscribes its name; and Rumpke of Ohio, Inc., by its duly authorized representative, hereunto subscribes its name this 26 day of FEBRUARY, 2013, effective as of March 1, 2013.

VILLAGE OF
LITHOPOLIS, OHIO

g. Mr. Brumby
Witness

2/26/13
Date

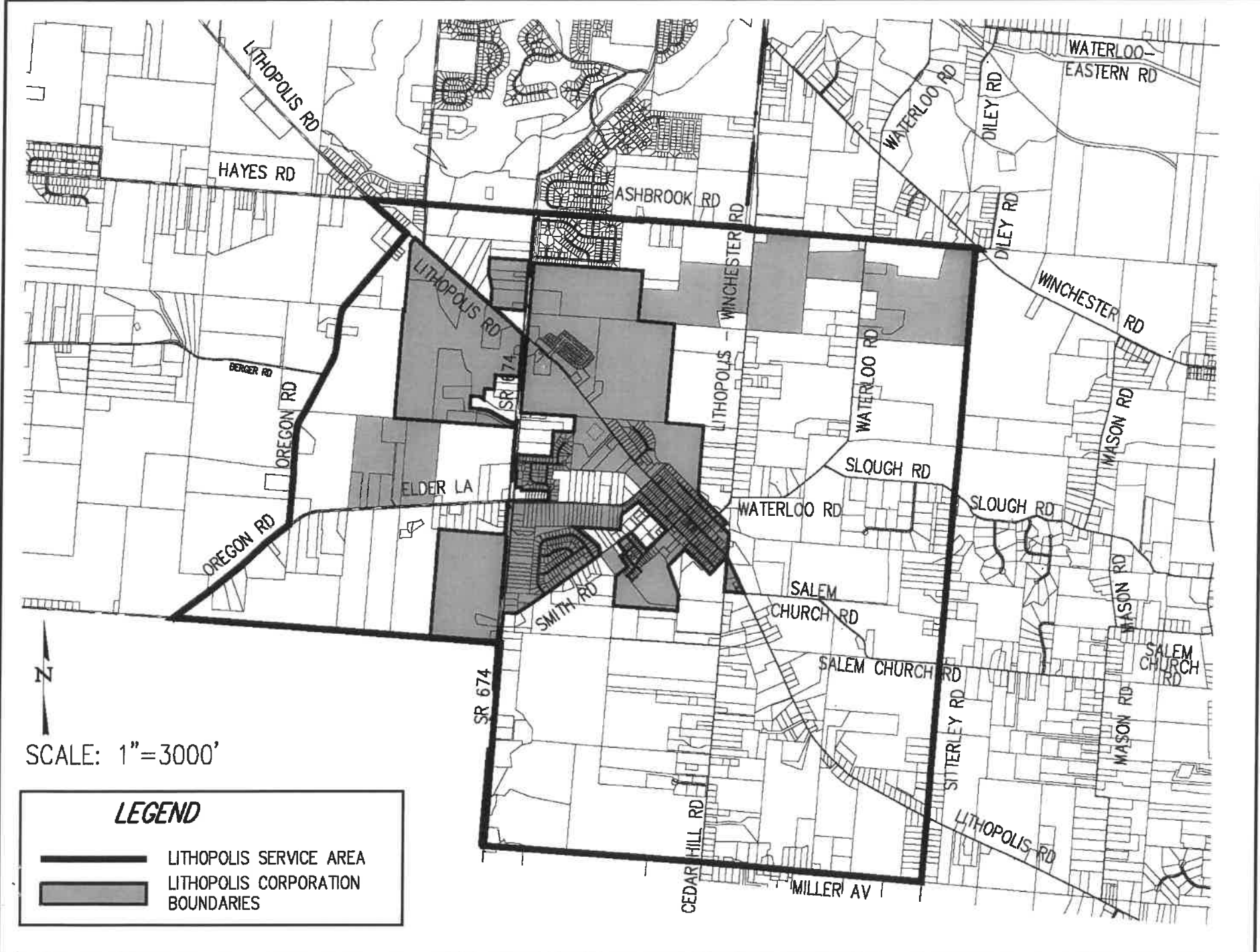
[Signature]
Title: mayor

RUMPKE OF OHIO, INC.

[Signature]
Witness



2-26-13
Date

[Signature]
William J. Rumpke, Jr., Vice-President



N
SCALE: 1"=3000'

LEGEND

-  LITHOPOLIS SERVICE AREA
-  LITHOPOLIS CORPORATION BOUNDARIES