

RESOLUTION 35-2024
Passed December 17, 2024

A RESOLUTION TO ENTER INTO A FIVE-YEAR CONTRACT COMMENCING JANUARY 1, 2025 WITH RUMPKE OF NORTHERN OHIO, INC. FOR SOLID WASTE SERVICES, AND DECLARING AN EMERGENCY.

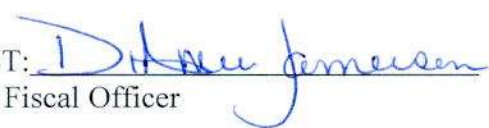
BE IT RESOLVED BY THE COUNCIL OF THE VILLAGE OF PLYMOUTH,
STATE OF OHIO:

SECTION 1. THAT the Mayor and Village Fiscal Officer are authorized and directed to enter into the five-year contract commencing January 1, 2025 with Rumpke of Northern Ohio, Inc. for Solid Waste Services in accordance with the terms and conditions approved by Council.

SECTION 2. THAT it is hereby determined that this Resolution is an emergency resolution necessary for the preservation of the public peace, health, safety and welfare of the residents of this Village, for the additional reason that there is an immediate need to provide solid waste removal for Village residents, and shall therefore go into immediate effect provided it receives a two-thirds (2/3) vote of all members elected to Council; otherwise, it shall go into effect in thirty (30) days if passed by a majority vote of Council.

PASSED: December 17, 2024


Mayor

ATTEST: 
Village Fiscal Officer

December 17, 2024
Date

APPROVED AS TO FORM:


John D. Stuenkel, Solicitor

CONTRACT FOR SOLID WASTE SERVICES

THIS CONTRACT is made and entered into on this 17 day of December 2024 by and between the Village of Plymouth, Ohio (hereinafter referred to as "Village") and Rumpke of Northern Ohio, Inc. (hereinafter referred to as "Contractor") and consists of the Village's Notice to Bidders and Bid Specifications, Rumpke's December 5, 2024 bid proposal and this document.

Effective January 1, 2025 and continuing through December 31, 2029 Rumpke will provide one time per week solid waste collection for all residential and commercial hand-service customers. Collection shall be made on Tuesday of each week, except legal holidays, between the hours of 7:00 AM and 5:00 PM. An unlimited* (Rumpke defines residential unlimited trash as up to 12 36-gallon cans/bags per week) number of standard-sized bags/cans (not to exceed 34 gallons in capacity) will be collected on a weekly basis. It is understood by all parties that the weekly amount of trash should also be considered as reasonable. Large/bulky items will be collected after a minimum of 24 hours advance notice of the collection date according to the fee schedule attached hereto as Exhibit B. All large and/or bulky items must be wrapped and sealed in plastic prior to collection. Rumpke shall not perform any waste collection at the Plymouth East Road addresses or the Willard Rental Properties listed in Exhibit A attached hereto.

Rumpke will provide an annual Spring Cleanup for curbside collection of large and/or bulky items at no additional charge to the Village or residents. Items included in this curbside cleanup will include only approved materials that can be disposed in a classified Sub-Title D landfill. Unacceptable waste would include, but not be limited to, hazardous, toxic and/or infectious waste, liquids, CFCs, tires, PCBs, etc.) Rumpke shall provide a four yard dumpster at the Village Street Garage to be serviced on a weekly basis and a three yard dumpster at the Mary Rate Park to be collected weekly June through October at no charge to the Village.

Rumpke will invoice the Village on a monthly basis for each residential and commercial hand-service customer, minus twenty (20) waste collection points allowed by the Village to

compensate for loss of revenue due to householders moving out of the Village, as follows:

<u>January 1, 2025 through December 31, 2025:</u>	\$16.50 Per Unit, Per Month
<u>January 1, 2026 through December 31, 2026:</u>	\$17.00 Per Unit, Per Month
<u>January 1, 2027 through December 31, 2027:</u>	\$17.51 Per Unit, Per Month
<u>January 1, 2028 through December 31, 2028:</u>	\$18.04 Per Unit, Per Month
<u>January 1, 2029 through December 31, 2029:</u>	\$18.58 Per Unit, Per Month

Payment will be due within thirty (30) days of invoice date.

Rumpke 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 Rumpke's operation under this contract. An annual certificate of insurance shall be submitted to the Fiscal Officer of the Village certifying that the amounts of insurance are in force, as well as a current Workers' Compensation certificate.

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 shall, 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.

The work under this Contract shall consist of the items contained in the Request for Bids, including all the supervision, materials, equipment, labor and all other items necessary to complete said work in accordance with the Contract documents. The work under this Contract does not include the collection and disposal of any increased volume resulting from a flood, hurricane or similar or different act of God over which the Contractor has no control. In the

event of such a flood, hurricane or other act of God, the Contractor and the Village will negotiate the payment to be made to the Contractor. Further, if the Village and the Contractor reach such agreement, then the Village shall grant the Contractor variances in routes and schedules as deemed necessary by the Contractor.

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, fire, 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.

This contract shall be effective for a five (5) year period beginning January 1, 2025 and continuing through December 31, 2029. This contract may be renewed for additional option periods upon mutual written agreement of both parties.

IN WITNESS WHEREOF, the Village of Plymouth, Ohio, by its duly authorized representative, hereunto subscribes its name; and Rumpke of Northern Ohio, Inc., by its duly authorized representative, hereunto subscribes its name this 17 day of December, 2024, effective as of January 1, 2025.

VILLAGE OF PLYMOUTH, OHIO

Diane Jensen
Witness Fiscal officer
December 17, 2024
Date

Cassandra Fryman
Title: Mayor

RUMPKE OF NORTHERN OHIO, INC.

Mallorie Roth
Witness
12/12/24
Date

William J. Rumpke Jr
William J. Rumpke, President

EXHIBIT A

<i>Description</i>	<i>Price</i>	<i>Unit</i>
*Air Conditioner (window)	\$15.00	Each
Bathtub	\$20.00	Each
Bundled Yard Waste (brush, per bundle)	\$10.00	Each
Carpet – rolled, secured/tied, 48” in length	\$10.00	Each
Carpet Padding – rolled, secured/tied, 48” in length	\$10.00	Each
**Chair (upholstered)	\$10.00	Each
Chair (wooden)	\$5.00	Each
*Dehumidifier	\$15.00	Each
Dishwasher	\$15.00	Each
Dryer	\$20.00	Each
*Freezer	\$25.00	Each
Holiday Tree	\$10.00	Each
Hot Water Tank	\$15.00	Each
Incinerator	\$20.00	Each
*Mattress/Box Spring	\$10.00	Each
*Refrigerator	\$25.00	Each
Shower/Tub Unit	\$20.00	Each
Sink	\$10.00	Each
**Sofa	\$20.00	Each
Stationary Tubs	\$15.00	Each
Stove/Oven	\$20.00	Each
Swing Set (disassembled)	\$15.00	Each
Table (end)	\$10.00	Each
Table (kitchen)	\$15.00	Each
Television	\$15.00	Each
Toilet and Tank	\$10.00	Each
Washer	\$20.00	Each

*All refrigerant appliances must be removed and properly tagged prior to collection day.

**All upholstered furniture, must be wrapped and sealed in plastic prior to collection day.

24 hours advance notice prior to collection day is required for collection of the items listed above.

EXHIBIT B

NO COLLECTION TO BE PROVIDED

PLYMOUTH EAST ROAD:

1831 Plymouth East Road
1832 Plymouth East Road
1853 Plymouth East Road
1856 Plymouth East Road
1862 Plymouth East Road
1967 Plymouth East Road
2200 Plymouth East Road
2214 Plymouth East Road
2216 Plymouth East Road
2254 Plymouth East Road
2296 Plymouth East Road
2298 Plymouth East Road
2356 Plymouth East Road
2366 Plymouth East Road
2376 Plymouth East Road
2386 Plymouth East Road
2400 Plymouth East Road

CHAPMAN AND TUTTLE PROPERTIES, LLC.

417 A Plymouth Street
417 B Plymouth Street
417 C Plymouth Street
419 A Plymouth Street
419 B Plymouth Street
419 C Plymouth Street
421 A Plymouth Street
421 B Plymouth Street
421 C Plymouth Street

LANDMARK MANAGEMENT:

135 Park Avenue
Apartments 1 through
1000 Sandusky Street
1001 Sandusky Street
1002 Sandusky Street

YES PROPERTIES:

1003 Sandusky Street
1004 Sandusky Street
1005 Sandusky Street
1006 Sandusky Street
1007 Sandusky Street
1008 Sandusky Street
1009 Sandusky Street
1010 Sandusky Street
1011 Sandusky Street
1012 Sandusky Street
1013 Sandusky Street
1014 Sandusky Street
1015 Sandusky Street
1016 Sandusky Street
1017 Sandusky Street
1018 Sandusky Street
1019 Sandusky Street
1020 Sandusky Street
1021 Sandusky Street
1022 Sandusky Street
1023 Sandusky Street
1200 Sandusky Street
1201 Sandusky Street
1202 Sandusky Street
1203 Sandusky Street
1204 Sandusky Street
1205 Sandusky Street
1206 Sandusky Street
1207 Sandusky Street