

ORDINANCE 2021-39

AN ORDINANCE AUTHORIZING AND DIRECTING THE VILLAGE ADMINISTRATOR TO ENTER INTO A CONTRACT WITH RUMPKE OF OHIO, INC. FOR THE VILLAGE REFUSE COLLECTION AND CURBSIDE RECYCLING PROGRAM FOR CALENDAR YEARS 2022-2024, AND DECLARING AN EMERGENCY.

WHEREAS, pursuant to Ohio Revised Code Section 731.141, the Village Council authorized and directed the Village Administrator to seek and bids for the Village of Commercial Point refuse collection and curbside recycling program for calendar years 2022-2024, when the Council passed Ordinance 2021-26 on June 21, 2021;

WHEREAS, the Village Council is authorized under Ohio Revised Code Section 731.141 to retain the authority to award or not award a contract to the lowest and best bidder after the receipt and public reading of such bids; and

WHEREAS, the Village of Commercial Point is authorized to provide for the collection and disposition of refuse pursuant to Ohio Revised Code Section 715.43; and

WHEREAS, the current refuse collection and curbside recycling program contract is set to expire on December 31, 2021; and

WHEREAS, the Village Council wishes to continue providing for refuse collection and curbside recycling for the residents of the Village of Commercial Point beginning January 1, 2022 and thereafter; and

WHEREAS, the Village Council wishes to require all residents to partake in weekly refuse collection, require all new residents on or after January 1, 2022 to participate in weekly curbside recycling, and to allow current residents the choice to opt-in to the weekly curbside recycling program but not require current residents to partake in curbside recycling; and

WHEREAS, the Village Administrator has received bids for the 2022-2024 refuse collection and curbside recycling program in accordance with Ordinance 2021-26 and the Ohio Revised Code, and has recommended to the Village Council that Rumpke of Ohio, Inc. ("Rumpke") be awarded the contract for the Village refuse collection and curbside recycling program as the lowest and best bidder; and

WHEREAS, the Village Council wishes to accept the recommendation of the Village Administrator and award the contract for the 2022-2024 refuse collection and curbside recycling program to Rumpke.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF COMMERCIAL POINT, PICKAWAY COUNTY, OHIO THAT:

Section 1. Award of Refuse and Recycling Contract. The Village Council hereby authorizes and directs the Village Administrator to enter into a contract with Rumpke in substantially the same form, and on substantially the same terms, as the contract attached as Exhibit A to this Ordinance and incorporated herein by reference.

Section 2. Weekly Refuse Collection Mandatory for All Residents. Participation in the Village refuse collection program shall be mandatory for all residents as of January 1, 2022.

Section 3. Curbside Recycling Mandatory for New Residents as of January 1, 2022. Participation in the Village curbside recycling program shall be mandatory for all new residents as of January 1, 2022. For purposes of this Section, "new residents" means all residents who move into the Village of Commercial Point on or after January 1, 2022, regardless of whether such residents move into residences constructed before or after January 1, 2022. Participation in the Village curbside recycling program shall be optional for residents who reside in the Village of Commercial Point on December 31, 2021, and those residents residing in the Village as of that date may participate in the curbside recycling program by opting in to the program.

Section 4. Expenditures Authorized and Directed. The Village Council hereby authorizes and directs the expenditure of Village moneys to the extent such moneys are necessary for the fulfillment of the written contract with the lowest and best bidder of the Refuse Collection and Curbside Recycling Program, and hereby directs the collection of refuse collection and curbside recycling fees to be deposited into the

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Enterprise Funds Account Number 5601-514 and paid to any eventual recipient of the Refuse Collection and Curbside Recycling Program contract through Enterprise Funds Account Number 5601-562-391 (Garbage Operating) within the Village treasury as fulfillment of the costs associated with the Refuse Collection and Curbside Recycling Program.

Section 5. Open Meetings Certification. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council and that all deliberations of this Council and of any other committees that resulted in such formal action were in meetings open to the public in compliance with all legal requirements including Section 121.22 of the Ohio Revised Code.

Section 6. Declaration of Emergency; Ordinance Shall Take Immediate Effect. Because the Village must enter into a contract for refuse collection and curbside recycling program sufficiently in advance of January 1, 2022 to ensure the continuity of refuse collection and recycling services for Village residents, this Ordinance is hereby declared to be an emergency measure necessary for the immediate preservation of the public health, safety, or welfare in the Village of Commercial Point and shall, therefore, take immediate effect upon passage.

Vote on Suspension of the Readings:

Motion by: Aaron Grassel

2nd: Nancy Geiger

Roll Call:

Yes Jason Thompson

Yes Aaron Grassel

Yes Ryan Mitchem

Yes Nancy Geiger

Yes Tracy Joiner

Yes Laura Wolfe

Vote on Passage of the Ordinance:

Motion by: Laura Wolfe

2nd: Ryan Mitchem

Roll Call:

Yes Jason Thompson

Yes Aaron Grassel


Yes Ryan Mitchem

Yes Nancy Geiger

Yes Tracy Joiner

Yes Laura Wolfe

Adopted this 25th day of October, 2021.


Allan D. Goldhardt, Mayor


Wendy L. Hastings, Fiscal Officer

Approved as to Form:

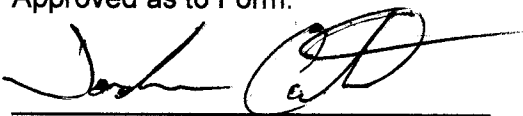

Joshua Cartee, Village Solicitor

EXHIBIT A
TO
ORDINANCE 2021-39

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**CONTRACT FOR RESIDENTIAL REFUSE & CURBSIDE RECYCLING
COLLECTION**

THIS AGREEMENT is made this _____ day of _____, 2021, by the VILLAGE OF COMMERCIAL POINT, OHIO, hereinafter the "Village" and Rumpke of Ohio, Inc., hereinafter the "Contractor".

The Village, in consideration of the promises and agreements of the Contractor as set forth herein, hereby promises and agrees to grant the exclusive right to the Contractor to provide residential refuse and recycling service within the corporate limits of the Village.

The rates for each year for Refuse Collection and Curbside Recycling as an **OPT-IN** option for residents living in the Village of Commercial Point as of December 31, 2021, and for new residents who move into the Village on or after January 1, 2022, shall be as follows:

Year 1: \$19.96 Per month*

Year 2: \$20.76 Per month*

Year 3: \$21.59 Per month*

*The above amounts reflect regular rates only; the senior citizen discount will be 10% less than the regular rates.

The rates for each year for Refuse Collection only shall be as follows:

Year 1: \$14.76 Per month*

Year 2: \$15.35 Per month*

Year 3: \$15.96 Per month*

*The above amounts reflect regular rates only; the senior citizen discount will be 10% less than the regular rates.

Except as otherwise specifically set forth herein, the above rates shall constitute the maximum charges to all residential households, and no increases shall be assessed to residential households for any reason to include but not be limited to Contractor's incidental and/or miscellaneous expenses, dump fees, compost facility fees, etc., without the express written consent of the Village.

If the Contractor fails to enter into a Contract as herein provided, the award may be annulled and the Contract let to the next lowest and best bidder. Such bidder shall fulfill every stipulation embraced herein, as if it were the original party to whom the award was made.

PERIOD OF CONTRACT:

The contract period shall begin at 12:01 a.m. on January 1, 2022 and expire at midnight on December 31, 2024. The Village may exercise one of the following two renewal options:

A. An option by the Village to renew for one (1) year with a further option exercisable at the discretion of the Village, to renew for one (1) additional year at the conclusion of the first option year.

B. An option by the Village to renew for an additional two (2) year term at the conclusion of the original three (3) year term.

If the Village, with mutual consent of the Contractor, decides to exercise any option herein, the Village shall advise the Contractor of the option no later than sixty (60) days prior to the termination of the then current Contract term.

In the event that the Village exercises any renewal option herein, the monthly rates per residence shall be mutually agreed upon by the Village and Contractor, where rates shall remain fixed for the duration of the renewal period.

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PERFORMANCE BOND:

Within ten (10) days from the receipt of this Contract, the Contractor shall furnish a Performance Bond to the Village with a Surety Company meeting the Village's satisfaction, in the amount of Fifty Thousand Dollars (\$50,000.00). If at any time during the life of the Contract, any surety, in the opinion of the Village, becomes unsatisfactory, the Village shall have the right to require additional surety which the Contractor shall furnish to the satisfaction of the Village. Further, if the Contractor is in default herein, the Contract may be suspended by the Village with the advice and consent of the Village Council.

AWARD OF CONTRACT:

The Contract is being awarded to the lowest and best bidder for the option that the Village so chooses. In determining the lowest and best bid, the elements contained in the Statement of Qualifications and the Financial Statement have been considered, together with all other elements recognized under Ohio law, including but not being limited to the following: substantial compliance with bid specifications and requirements, character of the bidder, price, quality, feasibility and efficiency of services promised by the bidder, qualification and responsibility of the bidder, to include but not be limited to: experience, financial condition, conduct and performance on previous contracts, facilities, management skills and the ability to execute the Contract terms.

OUTLINE OF WORK:

The Contractor shall furnish all labor and equipment for the collection, transportation and disposal of all garbage, trash and refuse from residential premises within the Village of Commercial Point. Pickup in the Village shall be at least one (1) day per week and the pickup day shall be scheduled on the same day each week. Pickup of the entire Village of Commercial Point shall be in no more than one (1) weekday per week, which shall be Tuesday, between the hours of 6:30 a.m. and 7:00 p.m. No pickups will be made on Saturdays or Sundays, unless approved in writing by the Village.

LEAVES AND YARD WASTE:

The Contractor shall provide an approved method of disposing of leaves and yard waste (to include Christmas trees/wreathes). Such items shall be placed curbside for collection.

CURBSIDE RECYCLING (if option chosen)

The Contractor shall provide an approved collection bin/cart for the items to be recycled at no additional cost to the residents. The bin/cart shall remain the property of the contractor. Curbside recycling collection will be provided every week and scheduled on the same day as solid waste collection, which is Tuesday.

PERFORMANCE:

The Contractor has provided assurance in writing that it has the adequate facilities, experience, ability and resources to satisfactorily perform the obligations in accordance with the terms set forth herein.

EQUIPMENT:

The Contractor shall use covered, leak-proof, sanitary packer-type trucks with distinctive lettering for the performance of the service to be rendered. The Contractor shall maintain trucks and other equipment in a safe and sanitary condition. The equipment shall be clearly marked, showing the Contractor's name. The Contractor shall provide a written list to the Village, detailing all equipment used by the Contractor for the performance of the Contract.

LANDFILL FACILITIES:

It shall be the responsibility of the Contractor to dispose of garbage and refuse collected from the Village in an approved landfill.

LICENSE/PERMITS:

The Contractor shall supply the Village with copies of the following: its hauling license, any license issued by the Pickaway County Health Department, and any use permit which may be required by the Village.

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ASSIGNMENTS:

No assignments or transfers of the Contract or any part thereof shall be made by the Contractor without the prior written consent of the Village. The terms of this Contract shall insure to and be binding upon the heirs, devisees, executors, administrators, successors and assignors of the parties herein, but except as aforesaid, no third parties shall have or acquire any rights hereunder.

MUNICIPAL INCOME TAX:

The Contractor (and all Subcontractors) shall withhold all municipal income tax assessments due or payable under the provisions of the Village of Commercial Point Ordinances, on all wages, salaries and commissions paid to the Contractor's employees for services performed pursuant to the terms of this Contract.

WORKERS' COMPENSATION:

The Contractor shall be responsible during the life of the Contract for providing adequate Workers' Compensation insurance for all of its employees. A copy of the Contractor's Workers' Compensation State Insurance Fund Certificate shall be provided to the Village.

BILLING:

The Village shall do its own billing and collecting. Each customer shall receive a monthly bill from the Village for the collection of service.

INSURANCE:

The Contractor shall indemnify and hold the Village of Commercial Point safe and harmless on any claims made against the Contractor or its Subcontractor for any action occurring in the performance of its duties as provided for by the Contract. The Contractor shall secure and maintain in effect a Comprehensive Liability Policy of Insurance, insuring against the liability of such Contractor in operating its motor equipment and in operations other than automotive exposure, in the amount of at least One Million Dollars (\$1,000,000.00) for each person injured in each accident, and in the amount of at least Two Hundred Thousand Dollars (\$200,000.00) property damage for each accident. Copies of all insurance policies, endorsements thereon, and receipts of payment of premiums shall be deposited by the Contractor with the Village.

PICKUP OF LARGE ITEMS:

The Contractor shall provide the Village with a means for the residents to dispose of large discarded household items, including but not being limited to washers, dryers, hot water tanks, furniture, bedding, child play equipment, fencing, etc. Such items shall be placed at curbside for pickup. The means of disposal will be part of the regular weekly pickups.

SENIOR CITIZEN DISCOUNT:

The Contractor shall provide a ten percent (10%) discount to persons 60 years of age or older (proof of age is required).

PUBLIC PICKUP:

The Contractor agrees to remove garbage and refuse at the following locations at no cost to the Village:

1. Village Hall – up to a 2 yard dumpster – 1 time a week.
2. Village Utility Department – 4 yard dumpster – 1 time a week.
3. Any future Village owned property.

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PARKING RESTRICTIONS:

The Contractor shall not permit the parking of its trucks and equipment in any location within the Village for a period greater than one (1) hour.

TERMINATION:

Service by the Contractor may be discontinued after a sixty (60) day written notice, upon the agreement of both the Contractor and the Village. Further, the Village may terminate the services performed by the Contractor upon sixty (60) days written notice to the Contractor, for good cause shown, including but not being limited to the following, excessive unresolved customer complaints, damage to Village property, damage to customer property and failure to comply with the terms of this agreement.

SPECIAL RULES/CONDITIONS:

The Contractor shall submit in writing to the Village any rules, regulations or special conditions required by the Contractor, to include but not be limited to items of refuse/trash which will not or cannot be transported by the Contractor, the reasons for such policy (i.e., EPA or other regulations); special handling/packaging rules or limitations, any other limitations and/or restrictions on items or refuse/trash.

ADDITIONAL DOCUMENTS REQUIRED:

- Non-Collusion Affidavit
- Non-Delinquent Property Tax Statement
- Equal Opportunity or Nondiscrimination Affidavit
- Certificate of Non-Disbarment
- Proposal Guaranty
- Insurance Requirements Certificate
- Copy of Worker's Compensation Certificate
- List of Collection Equipment and Vehicles

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IN WITNESS WHEREOF, the parties have hereunto set their hands to duplicates hereof on the day and year first given above.

Signed and Acknowledged in the presence of:

VILLAGE OF COMMERCIAL POINT

By: _____
D. Ross Crego, Village Administrator

Witness – Printed Name

By: _____
Wendy L. Hastings, Fiscal Officer

Witness – Printed Name

RUMPKE OF OHIO, INC.

By: _____

Witness – Printed Name

Printed Name/Title

Witness – Printed Name

APPROVED AS TO FORM:

Joshua Cartee, Village Solicitor

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BID GUARANTY AND CONTRACT BOND
(SECTION 153.571 Ohio Revised Code)

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, _____

(Name)

(Address)

as principal, and _____, as sureties, are hereby held and firmly bound unto Village of Commercial Point as obligee, in the penal sum of the dollar amount of the bid submitted by the principal to the obligee on _____ to undertake the project known as: the Village of Commercial Point REFUSE CONTRACT. The penal sum referred to herein shall be the dollar amount of the principal's bid to the obligee, incorporating any additive or deductive alternate proposals made by the principal on the date referred to above to the obligee, which are accepted the obligee. In no case shall the penal sum exceed the amount

of: _____

Dollars (\$ _____).

(IF THE FOREGOING BLANK IS NOT FILLED IN, THE PENAL SUM WILL BE THE FULL AMOUNT OF THE PRINCIPAL'S BID, INCLUDING ALTERNATIVES. ALTERNATIVELY, IF THE BLANK IS FILLED IN, THE AMOUNT STATED MUST NOT BE LESS THAN THE FULL AMOUNT OF THE BID INCLUDING ALTERNATES, IN DOLLARS AND CENTS. A PERCENTAGE IS NOT ACCEPTABLE.) For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this _____ day of _____, 20____,

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named principal has submitted a bid _____

NOW, THEREFORE, if the obligee accepts the bid of the principal and the principal fails to enter into a proper contract in accordance with the bid, plans, details, specifications, and bills of materials; and in the event the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid and such larger amount for which the obligee may in good faith contract with the next lowest bidder to perform the work covered by the bid; or in the event the obligee does not award the contract to the next lowest bidder and resubmits the project for bidding, the principal pays to the obligee the difference not to exceed ten percent (10%) of the penalty hereof between the amount specified in the bid, or the costs, in connection with the resubmission, of printing new contract documents, required advertising, and printing and mailing notices to prospective bidders, whichever is less, then this obligation shall be null and void, otherwise to remain in full force and effect; if the obligee accepts the bid of the principal and the principal within ten (10) days after the awarding of the contract enters into a proper contract in accordance with the bid, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein;

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Now also, if the said principal shall well and faithful do and perform the things agreed by the contract to be done and performed according to the terms of said contract; and shall pay all lawful claims of subcontractors, materialmen, and laborers, for labor performed and materials furnished in the carrying forward, performing, or completing of said contract; we agreeing and assenting that this undertaking shall be for the benefit of any materialman or laborer having a just claim, as well as for the obligee herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in not event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefore shall in any way effect the obligations of said surety on its bond.

SIGNED AND SEALED this _____ day of _____ 20____.

SURETY AGENT'S

PRINCIPAL: _____

BY: _____
(Attorney-in-Fact) (Seal)

BY: _____
(Seal)

SURETY COMPANY ADDRESS:

TITLE: _____

Agency Name

ADDRESS: _____

Street

City, State Zip

City, State Zip

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NON-COLLUSION AFFIDAVIT

(This Affidavit must be executed for the bid to be considered.)

STATE OF OHIO)
) SS
COUNTY OF _____)

(Name)

being duly sworn, deposes and says that it is _____
(Title)

of _____
(Firm)

the party making the foregoing proposal of bid; that such bid is genuine and not collusive or sham; that said bidder is not financially interested in, or otherwise affiliated in a business way with any other bidder on the same contract; that said bidder has not colluded, conspired, connived, or agreed, directly or indirectly with any bidder or person, to put in a sham bid, or that such other person shall refrain from bidding, and has not in any manner, directly or indirectly sought by agreement or collusion, or communication or conference, with any person to fix the bid price of affiant or any other Bidder, or to fix any overhead profit of cost element of said bid price, or of that of any other bidder, or to secure any advantage against Village of Commercial Point, or any person or persons interested in the proposed contract; and that all statements contained in said proposal or bid are true; and further, that such bidder has not, directly or indirectly, submitted this bid or the contents thereof; or divulged information or data relative thereto to any association or to any member or agent thereof.

Affiant

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public

My Commission Expires:

Date

County State

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DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

STATE OF OHIO)
) SS
COUNTY OF _____)

_____, being duly sworn, deposes and says that he
(Name of Affiant)

is the _____ of _____
(Title) (Name of Vendor)

with offices located at _____
(Address of Vendor)

and as its duly authorized representative states that effective this ___ day of _____, 2021,
(date of submission of bid)

the _____
(Name of Vendor)

() Is not charged with delinquent personal property taxes on the general list of personal property in _____
_____ or any other counties containing property in the (County where the project is located) taxing districts
under the jurisdiction of the _____
(City where the project is located)

() Is charged with delinquent personal property taxes on the general list of personal property in
_____ or any other counties containing property in the taxing districts under
the jurisdiction of the _____.

COUNTY

AMOUNT(include total amount and any
penalties and interest thereon)

_____ \$ _____
_____ \$ _____

Affiant

Sworn to before me and subscribed in my presence this _____ day of _____, 20____.

Notary Public:

My Commission Expires:

_____ County _____ State _____ Date

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AFFIDAVIT OF CONTRACTOR OF NON-DISCRIMINATION

TO: THE VILLAGE OF COMMERCIAL POINT

The undersigned, being first duly sworn, having submitted a Proposal to you for the COLLECTION AND DISPOSAL SERVICES FOR RESIDENTIAL SOLID WASTES hereby states that we are an Equal Opportunity Employer and, in the hiring of employees for the performance of work under this Contract or any subcontract, or any person acting on our behalf, shall not, by reason of race, creed, sex, handicap, or color, discriminate against any citizen of the state in the employment of labor or worker who is qualified and available to perform the work to which the employment relates; that we, no subcontractor, nor any person on our behalf shall, in any manner, discriminate against or intimidate any employee hired for the performance of work under this contract on account of race, creed, sex, handicap, or color.

In consideration of the award of Contract for the above mentioned project, this sworn statement is to be incorporated in said Contract as a covenant of the undersigned.

By:

Signature

Printed Name and Title

Company

Address

SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ day of _____, 20__.

(SEAL)

Notary Public in and for

COUNTY OF _____, STATE OF _____.

My commission expires _____.

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FISCAL OFFICER'S STATEMENT

I _____ Clerk/Treasurer _____ hereby

Certify that I am the qualified and acting fiscal officer of the _____
(Owner)

Ohio _____, and that the amount of money to which \$ _____ Dollars ()
(State)

is required to meet the cost of the attached Agreement between _____
(Owner)

And _____ has been lawfully appropriated for
(Contractor)

the purpose of said Agreement and the money so appropriated is on deposit (in process of collection) to the credit of the appropriate fund free from any previous encumbrances.

_____, 20____
Date

Signature

Title

(SEAL)