

REFUSE AND RECYCLING COLLECTION SERVICE AGREEMENT

This Refuse and Recycling Collection Service Agreement (“Agreement”) is hereby entered into between the Village of Roaming Shores (“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 and recycling collection services throughout Ohio (the “Territory”).
2. The Village is in need of residential refuse pick up and recycling collection 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 and recycling collection 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 provide the Village residents with weekly pickup of refuse per the detailed specifications in the bid documents, and every other week collection of recyclable items.
- B) Refuse and recyclables will be collected by WMO vehicles with designated routes.
- C) 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.
- D) 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.

2. Residential Services

WMO shall submit an invoice on a quarterly basis directly to the residents for the various service bid rates per “Attachment A”.

3. Fuel Surcharge

There will be no fuel charge.

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. Waste Materials

The Village represents and warrants that the waste materials delivered to WMO hereunder will not contain any waste tires, regulated hazardous, toxic, special, or radioactive wastes or substances as defined by applicable federal, state, local laws or regulations.

7. Term

The term of this Contract shall be for a period of five (5) years beginning April 1, 2018 and ending March 31, 2023, with a two (2) year extension option to be mutually agreed upon by both parties.

8. 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 thirty (30) days of receiving written notice of such failure, or
- B) files a petition in bankruptcy or is insolvent

9. Franchise Administrative Fee:

WMO agrees to pay the Village a Franchise Fee of \$7,000.00 no later than April 1st of each contract year.

10. 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 or quarterly invoices.

11. Miscellaneous:

This Agreement, along with the bid specifications and WMO's bid submission, 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. No provision of this Agreement may be added, deleted, modified or waived other than by the written agreement of both parties.

WASTE MANAGEMENT OF OHIO, INC.

Denise J. Gretz Area Vice President
Name and Title

Denise J. Gretz
Signature

4/20/18
Date

THE VILLAGE OF ROAMING SHORES

Jennie S. D'Amico, mayor
Name and Title

Jennie S. D'Amico
Signature

3-23-18
Date

Attachment “A”

Residential Pricing:

*Quarterly billing rates

Service	QUARTERLY RATES				
	Year 1	Year 2	Year 3	Year 4	Year 5
1 65-gallon cart	\$44.70	\$46.04	\$47.42	\$48.84	\$50.31
1 65-gallon cart w/walk-up	\$69.70	\$71.04	\$72.42	\$73.86	\$75.36
1 96-gallon cart	\$49.50	\$50.99	\$52.51	\$54.09	\$55.71
1 96-gallon cart w/walk-up	\$74.52	\$78.00	\$77.52	\$78.38	\$80.71
1 65-gallon recycling cart	\$15.00	\$15.45	\$15.90	\$16.39	\$16.88
Optional per bag service	\$ 2.50	\$ 2.58	\$ 2.65	\$ 2.73	\$ 2.81

Villagewide Annual Clean-Up

The fee for this service will be included in the hauling contract and incrementally paid by the residents of the Village through regular trash collection rates.

Service	Year 1	Year 2	Year 3	Year 4	Year 5
Annual Clean-Up	\$1,644.00	\$1,726.00	\$1,812.00	\$1,903.00	\$1,998.00