

ORDINANCE NO. 21-2017

**AN ORDINANCE GRANTING A FRANCHISE LICENSE TO
RUMPKE OF NORTHERN OHIO FOR THE COLLECTION
AND HAULING OF GARBAGE, RUBBISH, TRASH AND
RECYCLABLES IN THE VILLAGE OF LOUDONVILLE
PURSUANT TO LOUDONVILLE CODIFIED ORDINANCE
1050.06.**

WHEREAS, the Council of the Village of Loudonville has previously authorized the advertising and acceptance of bids for the exclusive right to collect all trash, rubbish, recyclables and other waste materials from all homes, apartments, trailers, and commercial establishments within the Village of Loudonville, Ohio; and

WHEREAS, Loudonville Codified Ordinance 1050.06, gives the Council discretion to issue a franchise license for the same; and

WHEREAS, the Council for the Village of Loudonville has determined Rumpke of Northern Ohio has submitted the best bid for the above-referenced franchise license and that issuing the same to Rumpke of Northern Ohio would be in the best interests of the citizens of the Village of Loudonville;

**NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE
OF LOUDONVILLE, STATE OF OHIO:**

SECTION 1: That the Council of the Village of Loudonville does hereby grant, to Rumpke of Northern Ohio, the franchise license for the collection of all garbage, rubbish, recyclables and other waste materials within the Village of Loudonville, Ohio. The franchise license shall commence at 12:00 a.m. on July 1, 2017 and shall continue for a period of five (5) years, unless otherwise terminated pursuant to Loudonville Codified Ordinance 1050.06. At the completion of the five-year term, said franchise license may be extended for a period of up to five (5) years if agreed upon by the franchisee and the Village Council.

The franchise license shall incorporate and require compliance with the specifications and terms agreed upon by the parties and attached hereto as Exhibit A.

SECTION 2: The Village Administrator is hereby authorized and instructed to execute an agreement for the franchise license as attached hereto and any other documentation necessary for the approval and issuance of this franchise license.

SECTION 3: All other bids submitted are hereby rejected.

SECTION 4: This Ordinance shall take effect on the earliest date allowed by law.

Dated: _____

Stephen Stricklen, Mayor

Attest:

Elaine Van Horn, Fiscal Officer

Thomas R. Gilman, Village Solicitor

Exhibit A

VILLAGE OF LOUDONVILLE TRASH COLLECTION BID SPECIFICATIONS

All bidders shall carefully examine these plans and specifications for the collection of garbage/rubbish/trash/recyclables within the Village of Loudonville. These plans and specifications will be a part of the final license awarded to the Licensee that submits what the Village Council determines to be the lowest and best bid for servicing the community. Bidders shall clearly state any exceptions to these plans and specifications. Bidders shall check "comply" or "not comply" after each section. Evidence of compliance and/or reasons for non-compliance shall be included on a separate attachment and submitted with the bid.

Sealed bids will be received until 11:00 A.M. on May 4, 2017 at the Office of the Fiscal Officer, Village of Loudonville, P.O. Box 150, 156 North Water Street, Loudonville, Ohio 44842, where they will be date-stamped. Each bid must contain the full name and address of every person or company interested in the same. Each bid shall be submitted in an opaque, sealed envelope and clearly marked "Village of Loudonville Trash Collection Bid Specifications". The winning bid will be the lowest and best bid as determined by the Loudonville Village Council.

Definitions include the following:

Commercial Bag: Commercial Bag shall mean a plastic bag or paper bag expressly manufactured for the purpose of containing refuse and shall not be larger than 33 gallon capacity. Each bag shall be securely tied or sealed when full.

Trash: General term that includes both garbage and rubbish.

Garbage: The term "garbage" shall mean all refuse and animal and vegetable matter which has been used for human consumption, and all waste or byproduct therefrom, and all refuse and animal and vegetable matter which was intended to be so used, and includes condemned food stuffs or food products. This term shall also include excess fruit or nuts from trees.

Rubbish: The term "rubbish" shall mean all rags, broken glass, crockery, bottles, tin cans, household refuse and goods, paper, furniture, springs, mattresses, small appliances, furnace pipe, water boilers, trunks, tires, incinerator refuse and ash, wood not over 48 inches in length, all rubbish, trash, debris, waste, litter, scrap, packing, carpeting, leather, rubber, cooking utensils, toys, shoes, clothing, and porcelain. Excluded from this term are dirt, stones, broken concrete and other refuse from the repair, alteration, new construction or demolition of buildings.

Large Items: The term "large items" shall mean all rubbish as defined above, as exceeds 150 pounds in weight per single item, wood or lumber over 48 inches in length, and all major appliances such as stoves, refrigerators, washers, dryers, and water heaters.

- 1) This license shall be for a term of five (5) years, commencing on July 1, 2017, and expiring on June 30, 2022, provided, however, that the Village and Licensee may by mutual agreement extend this license without bid for up to one additional period, which, also by mutual agreement, may be from one to five years. The Licensee will be considered to be in breach of license should failure to provide collection of trash within the Village occur for a period of one week.

Comply X Not Comply Attachment

- 2) The Licensee shall indemnify and save harmless the Village and all of its executives, elected officials, representatives, officers, agents, employees, successors, and assigns, jointly and severally of and from any and all manner of losses, suits, actions, payments, costs, charges, damages, judgments, or claims and demands of any character, name or description brought on account of any injuries or damages received or sustained by any person, persons, or property by reason of any act, omission, neglect, or misconduct of said Licensee, its agent, or employees in the execution of this license or whether providing service under this agreement or not and whether operating within or outside of the Village. The Licensee must provide proof and must maintain liability insurance in an amount covering \$1,000,000.00 property damage and \$1,000,000.00 bodily injury covering not only the Licensee, but also naming the Village of Loudonville as an additional insured under said policy. A Certificate of Insurability must be provided with the bid and the successful bidder must maintain a current Certificate of Insurability with the Village at all times. A current Certificate of Workers Compensation shall also be submitted with the bid and the successful bidder must maintain a current Certificate of Workers Compensation with the Village at all times.

Comply X Not Comply Attachment X

- 3) The successful bidder shall be required to furnish a personal property tax statement of delinquency in accordance with the provisions of R.C. 5719.042.

Comply X Not Comply Attachment

- 4) The vehicles used for collection and any support equipment needed to be utilized by the Licensee for fulfillment of their obligations under this license will be maintained and operated in a manner that complies with the State of Ohio, County Health, and Local Ordinances and regulations, and is consistent with the best interests of the community. The vehicles shall be late-model, packer-type vehicles made of steel and shall be maintained in a way as to prevent leaking or spilling of either trash or oils or fluids. Backup equipment is a requirement for use in the event of breakdowns. A listing of the equipment to be used to service this license must be submitted with the bid. The equipment used for this license shall be equal to or superior to the equipment listed with the bid.

Comply X Not Comply Attachment X

- 5) Collection will be provided to each customer at least once each week. If a major holiday falls on a weekday, the pickup should be provided the day after the holiday. Licensee shall not perform collection on Saturdays, Sundays, or holidays.

Comply X Not Comply Attachment

- 6) The Licensee must include a Village-wide cleanup for residential customers, two times per year, one in the spring and one in the fall, to be scheduled with the Village. On scheduled Village-wide cleanup days, residential customers may put out an unregulated amount of waste for collection. The Licensee will provide each cleanup at no additional charge and complete each cleanup in five days.

Comply X Not Comply Attachment

- 7) As an option, a separate list of prices should be included in Exhibit B that will allow business and commercial customers, in addition to residential customers, to participate in the Village-wide cleanup.

Comply X Not Comply Attachment

Village of Loudonville Trash License Bid Specifications
Page 3 of 10

- 8) The Licensee will provide trash dumpsters and recyclable containers and pickup for same as required by the Village for all Village-owned facilities at no additional charge, including but not limited to the Village Municipal Building, including the Police Department and Ohio Theater, Village Parks and Recreational Facilities, Swimming Pool Complex, Fire Department, Youth Building, Water Treatment Plant, Wastewater Plant, Maintenance Department, and Cemetery. Specifically excluded from pickup are any hazardous wastes, which the Village reserves the right to have transported and disposed of by an agent of its own choice. The container quantities, container sizes, service frequency, and service locations will be identified in Exhibit C, which is attached to this document.

Comply X Not Comply _____ Attachment _____

- 9) The Licensee, at no additional charge, will transport and dispose of all rubbish and garbage from waste cans provided by the Village on the streets and sidewalks of the Village as needed, but at least once a week.

Comply X Not Comply _____ Attachment _____

- 10) Preparation of all rubbish and garbage, before being placed into receptacles for collection, shall have drained from it as far as practical, all free liquid. Garbage and loose paper shall be wrapped, bagged, or otherwise contained. The separation of combustible and noncombustible rubbish and garbage will not be required. Separation of recyclable materials from other trash and rubbish shall be required, although recyclable materials need not be sorted. Recyclables shall be bundled or confined in an 18 gallon recycle bin provided by the Licensee.

Comply X Not Comply _____ Attachment _____

- 11) Each resident shall be provided the option to participate in a curbside-recycling program provided by the Licensee at no additional charge to the Village or the resident. An outline of the recycling program, including an approved list of recyclables, should be submitted with the bid. The recyclables must be picked up from the resident the same day as their trash. The Licensee will provide recycling containers.

Comply X Not Comply _____ Attachment X

- 12) General information regarding trash/recyclable pickup rules will be printed by the Village and made available at the Village Office. However, the failure of the Village to print such information for distribution shall not excuse the Licensee from any duty or performance under the license. Any changes throughout the license period must be submitted to Village Council. Approved changes will be submitted to all entities serviced under this license by the Licensee.

Comply X Not Comply _____ Attachment _____

- 13) It shall be the responsibility of the Licensee to establish routes and schedules for adequate performance under the terms of this license. The Licensee shall notify customers of their respective pickup days and shall also supply the Village with copies of routes and schedules within 60 days following the effective date of commencement of the license. The schedules will not be altered unless submitted in writing to Village Council.

Comply X Not Comply _____ Attachment _____

Village of Loudonville Trash License Bid Specifications
Page 4 of 10

- 14) The Licensee shall supply a complete route list to any new service provider which may be granted a license in the future following the expiration or termination of the license and any extension thereof.

Comply _____ Not Comply X Attachment _____

- 15) Collection will be provided between 7:00 a.m. and 7:00 p.m. No pickups should be scheduled outside of these times unless approved by Village Council.

Comply X Not Comply _____ Attachment _____

- 16) The Village makes no representation as to the total number of residential customers who will utilize the Licensee's services. All residents and all apartments, trailers, commercial establishments, hospitals, churches, service clubs, social clubs, recreational and non-commercial, and non-profit organizations within the Village must be given the opportunity to be serviced by the licensee awarded this license, on an exclusive basis, unless one or more of the above-named facilities has made other arrangements, approved to be suitable, by Village Council. Manufacturing and industrial facilities are excluded under the license, as are wastes generated by facilities generating hazardous, toxic, and/or other regulated or specialized wastes.

Comply X Not Comply _____ Attachment _____

- 17) The Licensee awarded the license will be required to purchase the required permits from the State, County, and/or Village necessary to provide this service within the Village. A Village permit in the amount of \$500.00 shall be required of any licensee collecting and transporting municipal solid waste, construction debris, and recyclable materials within the Village of Loudonville.

Comply X Not Comply _____ Attachment _____

- 18) The Licensee will provide a toll free telephone number ringing into a manned office between 9:00 a.m. and 5:00 p.m., Monday through Friday, for the convenience of the residents and businesses of the Village. A recording device will be maintained at the same number to take customer complaints and/or concerns after normal business hours. All complaints must be addressed by the Licensee by the next business day. A representative of the Licensee will be made available at the request of Village Council to attend and address evening Council meetings or to meet with Village Officials as Village Council feels necessary.

Comply X Not Comply _____ Attachment _____

- 19) The rates submitted by the Licensee will remain unchanged throughout the license period unless changes are approved by Village Council. Any adjustments due to unforeseen fuel, disposal, or regulatory fee increases must be presented to Village Council for consideration and approval, at the Council's sole discretion, prior to implementation, with implementation only coming if approved by Council. Upon receipt for any increase in rates, Village Council may do any of the following: grant the rate increase requested; deny the rate request; or terminate the license upon ninety (90) days written notice to the Licensee and submit the license for bids. In the event Village Council fails to grant any rate request submitted pursuant to this paragraph, the Licensee may terminate the license upon ninety (90) days prior written notice to the Village. Any notice of termination shall be sent by certified United States mail, return receipt requested, to the Village at 156 North Water Street, P.O. Box 150, Loudonville, Ohio 44842.

Comply X Not Comply _____ Attachment _____

- 20) The Licensee is responsible for billing each customer serviced under the license. The billing cycle may be in advance or arrears on a monthly or quarterly basis and must be provided with the bid. If a customer is delinquent, the Licensee is under no obligation to continue to provide service until account is made current. The Licensee shall provide a list of delinquent accounts that have lost their collection privileges to the office of the Fiscal Officer of the Village once per month.

Comply X Not Comply _____ Attachment _____

- 21) The residential rate submitted by the Licensee is for weekly collection of no more than five commercial bags or up to 150 pounds of garbage and rubbish and an unlimited amount of acceptable co-mingled recyclables that will be contained, but separated from the trash by the customers. No bag should exceed 33 gallons or 30 pounds each.

Comply X Not Comply _____ Attachment _____

- 22) Customers age 62 or older shall receive a discount that shall be submitted with the bid. They shall be offered a rate for a 2-bag limit and for a 5-bag limit, which will include unlimited recyclables. The Licensee will supply to each customer age 62 or older a self-addressed, postage paid envelope and a form to complete, certifying they are 62 years or older and the main custodian of the property and responsible for the trash bill.

Comply X Not Comply _____ Attachment _____

- 23) The Licensee shall supply service to businesses that do not have room for a trash dumpster or container at a rate per bag or yard, declared in the bid. This rate shall include unlimited collection of acceptable recyclables.

Comply X Not Comply _____ Attachment _____

- 24) The Licensee shall provide residents with extra service for special pickups or cleanups at a rate to be declared in the bid as a per cubic yard or per hour rate. The Licensee shall also include a rate for temporary containers to be utilized by residential customers if requested.

Comply X Not Comply _____ Attachment _____

- 25) The Licensee must currently have a working agreement with a disposal facility that meets all requirements of federal, state, and local agencies including the county health board and state EPA office. A letter from that disposal facility must be provided with the bid identifying the Licensee as being in good standing both financially and operationally with the owner of the disposal site. A listing of any violations or citations at the disposal site that will be used must be provided with the bid. An audit package or letter from the landfill operator stating the disposal site is not currently under investigation or in violation of their operating permit will be acceptable.

Comply X Not Comply _____ Attachment X

- 26) Every twelve months for the term of the license, the Licensee must provide Village Council with an updated letter from the disposal facility identifying the Licensee as remaining in good standing both financially and operationally with the owner of the disposal site. Every twelve months for the term of the license, the Licensee must provide either an updated listing of any violations or citations at the disposal site or an updated audit package or letter from the landfill operator stating the disposal site is not currently under investigation or in violation of their operating permit.

Comply X Not Comply _____ Attachment X

- 27) In the event the Licensee breaches any provision of the license and fails to remedy the same within a reasonable time after written notice to do so [reasonable time being presumed to be thirty (30) days], or in the event of repeated breaches of minor matters, such as debris falling from trucks, leaking trucks, missing customers, or similar daily activities leading to complaints to the Village, then the Village shall have the right to declare Licensee in default, to re-advertise for bids, and to accept therefrom the lowest and best bid and make a new license award.

Comply X Not Comply _____ Attachment _____

- 28) The Licensee shall not assign the license or sublet as a whole or in part without the written consent of the Village at Village's sole discretion. Such consent does not release the Licensee from any of its obligations and liabilities under the license. Violation of the terms of the license shall result in instant forfeiture. The license shall be binding upon the respective successors, executors, administrators, and assigns, as the case may be, of the Licensee, which shall be responsible for the continuation of the same in the event of dissolution, merger, and/or death of the Licensee.

Comply X Not Comply _____ Attachment _____

I have read and fully understand the scope of work as identified under the specifications as described above. The provisions and intent of the provisions requested by the Village of Loudonville are understood as stated. All questions regarding any misunderstandings of the intent of the Village of Loudonville under the license have been satisfied prior to the submission of this bid.

COMPANY NAME RUMPKE OF OHIO, INC.

COMPANY ADDRESS 10795 Hughes Road
Cincinnati, Ohio 45251

COMPANY PHONE NUMBER 513 - 851-0122 FAX 513 - 851-0560

COMPANY REPRESENTATIVE William J. Rumpke, Jr.

TITLE President

SIGNATURE William J. Rumpke Jr. DATE 5/2/17

EXHIBIT A

The monthly price for weekly collection of trash from each residence * \$ 12.06

The monthly price for weekly collection of trash from Sr. Citizens, 5 bags * \$ 10.60

The monthly price for weekly collection of trash from Sr. Citizens, 2 bags * \$ 7.69

The per yard price for dumpster service of trash from businesses * \$ 3.49

Weekly service for businesses not needing dumpster. * Price is \$ 15.84 per month per 96-Gallon Cart
Bag or Container

Price per hour for residential cleanups outside the standard weekly service * \$ 60.00

Price for temporary dumpster service to residents outside the weekly service: *

Cost for delivery \$ 75.00

Cost per dump: 4 cubic yard \$ 35.00 6 cubic yard \$ 55.00 8 cubic yard \$ 70.00

THIS BID DOCUMENT WAS SUBMITTED FOR CONSIDERATION BY:

COMPANY NAME RUMPKE OF OHIO, INC.

**All rates quoted above are subject to a fuel surcharge to be added to the monthly or quarterly invoice based on the attached current Rumpke Corporate Fuel Surcharge Table. This fuel surcharge will be adjusted on a monthly or quarterly basis based on the Department of Energy's Energy Information Administration (DOE/EIA) highway diesel price index reading for the Midwest region on the last Monday of the month prior to invoicing. Commercial invoices will be adjusted on a monthly basis and residential invoices will be adjusted on a quarterly basis.

EXHIBIT B

The monthly price for weekly collection of trash from each residence \$ NO BID

The monthly price for weekly collection of trash from Sr. Citizens, 5 bags \$ NO BID

The monthly price for weekly collection of trash from Sr. Citizens, 2 bags \$ NO BID

The per yard price for dumpster service of trash from businesses \$ NO BID

Weekly service for businesses not needing dumpster. Price is \$ NO BID per month per
Bag or Container

Price per hour for residential cleanups outside the standard weekly service \$ NO BID

Price for temporary dumpster service to residents outside the weekly service:

Cost for delivery \$ NO BID

Cost per dump: 4 cubic yard \$ NO BID 6 cubic yard \$ NO BID 8 cubic yard \$ NO BID

THIS BID DOCUMENT WAS SUBMITTED FOR CONSIDERATION BY:

COMPANY NAME RUMPKE OF OHIO, INC.

EXHIBIT C

DUMPSTER SERVICE PROVIDED AT VILLAGE LOCATIONS AT NO CHARGE

Dumpster #1 serviced at the	Loudonville Cemetery	2 Cubic Yard Container 1 x Wk	No Charge
Dumpster #2 serviced at the	Maintenance Dept.	2 Cubic Yard Container 1 x Wk	No Charge
Dumpster #3 serviced at the	Fire Station	2 Cubic Yard Container 1 x Wk	No Charge
Dumpster #4 serviced at the	Riverside Park Conc.	2 Cubic Yard Container 1 x Wk	No Charge
Dumpster #5 serviced at the	Riverside Park RR	3 Cubic Yard Container 1 x Wk	No Charge
Dumpster #5 serviced at the	Wally Rd Parking Lot	2 Cubic Yard Container 1 x Wk	No Charge
Dumpster #6 serviced at the	Wally Rd Impound Lot	2 Cubic Yard Container 1 x Wk	No Charge
Dumpster #7 serviced at the	Swimming Pool	3 Cubic Yard Container 1 x Wk	No Charge
Dumpster #8 serviced at the	Youth Center	2 Cubic Yard Container 1 x Wk	No Charge
Dumpster #9 serviced at the	Wastewater Plant	2 Cubic Yard Container 1 x Wk	No Charge
Dumpster #10 serviced at the	Wastewater Plant	2 Cubic Yard Container 1 x Wk	No Charge

In addition, 50 gallon wheeled trash receptacles shall be provided at the following locations:

Village Hall, 156 North Water Street	(approx. count = 4, includes Village Offices, Police Department and Ohio Theatre)
Riverside and Wally Road Parks	(approx. count = 8 to 12, seasonally adjusted)
Loudonville Swimming Pool & Park	(approx. count = 4 to 6, seasonally adjusted)
Central Park	(approx. count = 1 to 4, seasonally adjusted)

All locations, container quantities, container sizes, and service frequency are subject to change according to the needs of the Village. Additional locations may be added upon the request of the Village. Recyclable containers will also be provided for all Village locations.

The Licensee will also transport and dispose of all rubbish and garbage from waste cans as provided by the Village on the streets and sidewalks of the Village as needed, but at least once a week, for no additional charge. (approx. count = 18)

THIS BID DOCUMENT WAS SUBMITTED FOR CONSIDERATION BY:

COMPANY NAME RUMPKE OF OHIO, INC.

BID SUBMITTALS

VILLAGE OF LOUDONVILLE TRASH/RECYCLING COLLECTION

INITIAL ALL ITEMS BELOW THAT APPLY

- | | |
|---|------------|
| • I have submitted a Certificate of Insurability | <u>X</u> |
| • I have submitted a current Certificate of Workers Compensation | <u>X</u> |
| • I understand I must submit a personal property tax statement of delinquency | <u>X</u> |
| • I have submitted a list of equipment to be used, including backup equipment | <u>X</u> |
| • I have submitted an outline of our recycling program, including a list of approved recyclables | <u>X</u> |
| • I have submitted a letter from the disposal facility or facilities that I will utilize, confirming my positive financial and operational status | <u>X</u> |
| • I have submitted a list of violations or citations, or an audit pack, of the disposal facility or facilities that I will utilize | <u>X</u> |
| • I have submitted the prices for Exhibit A | <u>X</u> |
| • I have submitted the prices for Exhibit B (to include business and commercial customers in the Village Cleanup) | <u>X</u> |
| • I have submitted a list of reasons for non-compliance with any part of the specifications | <u>N/A</u> |

THIS BID DOCUMENT WAS SUBMITTED FOR CONSIDERATION BY:

COMPANY NAME RUMPKE OF OHIO, INC.