

In minutes
On 1-7-1991

VILLAGE OF HAMERSVILLE

ORDINANCE NO. 1991- 1

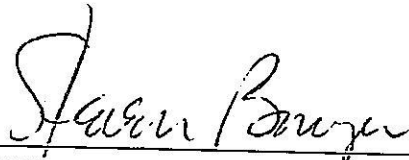
AN ORDINANCE PERMITTING THE MAYOR AND CLERK TO ENTER INTO A
CONTRACT WITH RUMPKE, INC. FOR THE COLLECTION OF GARBAGE AND
DECLARING AN EMERGENCY

BE IT ORDAINED by the Council of the Village of Hamersville, Brown
County, Ohio, at least a majority of its members concurring:

SECTION 1. That the Mayor and Clerk are hereby authorized to enter into
a contract with Rumpke, Inc. for the collection of garbage and refuse, a copy of
which is attached hereto and made part of this ordinance.

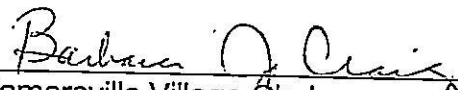
SECTION 2. This Ordinance is hereby declared to be an emergency
measure for the reason that it directly affects the health safety and welfare of the
residents of the Village of Hamersville.

Adopted:



Mayor

Attest:



Hamersville Village Clerk

CONTRACT FOR GARBAGE AND REFUSE COLLECTION

This Contract made and entered into this 1 day of January, 1991, by and between the Village of Hamersville, Brown County, Ohio, (The Village) and Rumpke Waste, Inc., (Rumpke).

WITNESSETH

1. **Waste Collection.** Rumpke agrees to furnish all the personnel, labor, equipment, trucks and other items necessary to provide garbage and refuse collection, removal, and disposal within the Village in accordance with the terms of this Contract.

2. **Charge for Service.** In exchange for the service agreed to be provided by Rumpke, the Village agrees to pay Rumpke the sum of \$ 12,600, for the term of the contract which shall be January 1, 1991, through December 31, 1991. Rumpke shall commence billing on February 1, 1991. Rumpke's charge is based on \$ 5.00, per customer, estimated to be 2520 customers plus Federal and State charges imposed for solid waste. The amount billed to the Village will be based upon the actual customers utilizing the trash service within the Village.

3. **Collection Times.** Collection shall be once per week. Collection shall not commence before 6:00 A.M. and shall not continue past 6:00 P.M.. Collection shall not commence on any Saturday before 8:00 A.M. and shall terminate by 6:00 P.M.. Scheduling of the route shall be set by Rumpke and must be approved by the Village Council. It shall be the responsibility of Rumpke to timely notify all residents in advance of any changes in the collection schedule.

4. **Additional Services.** Additional services for extra pickup days, entry onto private property, dumpster or container service shall be provided by Rumpke at an additional charge. For such additional services, Rumpke shall bill users directly for additional charges, excluding charges for basic services provided under this contract.

5. **Exclusive Franchise.** Rumpke is hereby granted the sole and exclusive franchise, license and privilege within the territorial jurisdiction of the Village to engage in the business of waste collection during the term of this contract.

6. **Term of Contract.** This contract shall be for one (1) year.

7. **Duties of Rumpke.** Rumpke agrees to provide well maintained equipment and employ sufficient manpower to perform all of the operations covered by this contract to secure a satisfactory rate of progress and quality of work. Rumpke agrees that all equipment used for the collection and removal of waste materials will be kept clean and sanitary.

8. **Corrective Authority of Village.** All waste collection shall be done under the direction of the Village and all details of such work that are not herein particularly specified shall be done in a manner acceptable to the Village. In case it shall appear at any time that the work or any part thereof is not being properly accomplished, the same shall be immediately corrected upon request by the Village. This authority shall be corrective only and not supervisory in nature.

9. **Indemnification by Rumpke.** Rumpke shall indemnify and hold harmless the Village, its officers, employees and agents against any and all claims, suits or actions which may be made by any infringement of any patent rights in use in the performance of its work hereunder. And Rumpke shall indemnify and hold harmless the Village, its officers, employees and agents against and from any and all claims, suits or actions brought against said Village, its officers, employees, or agents in any way arising out of this Contract or in any way incident thereto; and also from damage and costs resulting from negligence or carelessness or otherwise in performance of said Contractor's obligations under this Contract.

10. **Assignments.** Rumpke agrees not to assign this Contract or any interest in the same except with the consent of the legislative authority of the Village.

11. **Insurance.** Rumpke shall provide insurance coverage of at least \$100,000.00 property damage and \$1,000,000.00 bodily injury per accident at all time during the term of this Contract of any extensions or renewals thereof. Evidence of such insurance shall be provided to the Village.

12. **Compliance with Laws.** Rumpke agrees to comply with all laws and statutes relating to liability insurance coverage, working hours, minimum wages, and provisions against discrimination against any worker because of color, race, religion or physical handicap.

13. **Modifications and Amendments.** No amendment or modification to this Contract shall be made except by the written consent of both parties hereto, which consents shall not be unreasonable withheld. No amendment shall be construed to release either party from any obligation of the Contract except as specifically provided in such amendment.

14. **Miscellaneous.** Rumpke shall not be liable for the failure to wholly perform its duties if such failure is caused by a catastrophe, riot, war, governmental order, fire, accident, act of God or other similar or different contingency beyond the reasonable control of Rumpke. In the event that any provision or any portion of this Contract shall be found to be invalid or unenforceable, then such provision or portion there of shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of such provision or portion of this Contract shall not affect the validity of enforceability of an other provision or portion of this contract.

15. **Additional matters.** is further subject to specifications attached hereto and made a part hereof.

IN WITNESS WHEREOF, the parties hereto have hereunto caused this contract consisting of 4 page to be executed this ____ day of January, 1991.

Execution page, Contract for Garbage and refuse collection, 1991.

Village of Hamersville

Allen Brown, Mayor
by:

Rumpke, Inc.

Robert C. Orr
by: Contract Manager