VILLAGE OF NORTHFIELD RESOLUTION NO. 2015-01
AN EMERGENCY RESOLUTION
CONFIRMING THE MAYOR/DIRECTOR OF PUBLIC SAFETY'S APPOINTMENT OF MICHAEL MALAK AS A PART-TIME POLICE OFFICER

WHEREAS, the Village's Police Department is in immediate need of additional part-time police officers; and

WHEREAS, the Village's Mayor/Director of Public Safety, Police Chief, and Council have determined that Michael Malak is qualified for appointment to the position of Part-Time Police Officer.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That the Mayor/Director of Public Safety's appointment of Michael Malak as a Part-Time Police Officer is hereby confirmed, effective immediately.

SECTION 2. That said appointment shall involve a one year probationary period pursuant to the terms of Section 11.04 of the Village Charter.

SECTION 3. That all formal actions of this Council concerning and relating to the deliberation and adoption of this Resolution were taken in an open meeting of this Council or any of its legal committees and were in compliance with all legal requirements.

SECTION 4. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health and welfare of the residents of the Village of Northfield for the reason that it will assist with the proper protection of the Village's residents, and that this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

_____
Bea Greenlee, President Pro-Tem of Council

_____
Jesse J. Nehez, Mayor

Approved as to Legal Form.

_____
Bradric T. Bryan, Director of Law

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2015.

_____
Lisa Rodriguez, Clerk of Council

VILLAGE OF NORTHFIELD RESOLUTION NO. 2015-02
AN EMERGENCY RESOLUTION AUTHORIZING THE MAYOR TO AMEND THE RUBBISH COLLECTION CONTRACT WITH RUMPKE OF OHIO, INC.

WHEREAS, the Village entered into a five year agreement with Rumpke of Ohio, Inc. ("Rumpke") for the provision of residential rubbish collection services that runs from October 1, 2013 through September 30, 2018; and

WHEREAS, the Mayor and Council want to amend the contract to pick up the cost of rubbish collection services for residents that are 65 years of age and older; and

WHEREAS, Rumpke has agreed to the above modification and an additional ten cent per household per month price reduction for senior households beyond the current 50 cent per month senior discount; and

WHEREAS, Council desires to authorize the Mayor to amend the residential rubbish collection agreement with Rumpke to accomplish the above goals.

NOW, THEREFORE, BE IT RESOLVED by the Council of the Village of Northfield, County of Summit, and State of Ohio:

SECTION 1. That Council hereby and herein authorizes the Mayor to enter into an amended residential rubbish collection contract with Rumpke that will be effective for the second quarter of 2015. The amendments to the current agreement are set forth in the attachment hereto that is incorporated herein by reference.

SECTION 2. That all formal actions of this Council and any actions of its committees that resulted in those formal actions concerning and relating to the passage of this Resolution were taken in meetings open to the public in compliance with law.

SECTION 3. That this Resolution is hereby declared to be an emergency measure necessary for the public peace, health, and welfare of the residents of the Village of Northfield for the reason that Council desires to assist senior citizen residents with respect to rubbish collection charges starting with the second quarter of 2015, and this Resolution shall take immediate effect upon its signature by the Mayor, or upon the expiration of time within which it may be disapproved by the Mayor, or upon its passage after its disapproval by the Mayor, as the case may be, pursuant to Village of Northfield Charter Section 4.11.

IN WITNESS WHEREOF, we have hereunto set our hands this _____ day of _____, 2015.

_____
Bea Greenlee, President Pro-Tem of Council

_____
Jesse J. Nehez, Mayor

Approved as to Legal Form. _____
Bradric T. Bryan, Director of Law

I, Lisa Rodriguez, Clerk of Council of the Village of Northfield, Summit County, Ohio, do hereby certify that the foregoing Resolution was duly and regularly passed by Council at a meeting held on the _____ day of _____, 2015.

_____
Lisa Rodriguez, Clerk of Council

VILLAGE OF NORTHFIELD

RUBBISH AND GARBAGE COLLECTION CONTRACT
(AS AMENDED IN 2015 PER AGREEMENT OF THE PARTIES)

THIS AGREEMENT is made by and between the **VILLAGE OF NORTHFIELD,** Ohio, hereinafter "Village", which address is 10455 Northfield Road, Northfield, Ohio 44067, Telephone: 330.467.7130, and **RUMPKE OF OHIO, INC.,** hereinafter "Contractor", which address is 10795 Hughes Road, Cincinnati, Ohio 44251, for garbage, rubbish, yard waste, appliances and white goods, and recyclable collection within the Village of Northfield.

The Contractor has agreed, and pursuant to this Contract does agree, under penalty of the bond provided pursuant to and in connection with this Contract, to furnish all labor, tools, materials, and equipment necessary to perform all work as set forth in this Contract, and to provide such bonds, insurance, and other documentation as required therein.

In consideration whereof, the Village agrees to enter into the within Contract with the Contractor such that Contractor shall have the exclusive franchise right to provide residential solid waste collection and disposal services within the Village during the term of this Contract.

For the faithful performance of all of the stipulations, terms, and conditions of this Contract, the Parties hereto respectively bind themselves, their successors, executors, administrators, and assigns.

I. CONTRACT TERM AND PRICE.

The within contract term shall run from October 1, 2013 through September 30, 2018. The unit price per house per month shall be $11.50 for the first year of the contract, $11.85 for year 2, $12.21 for year 3, $12.58 for year 4, and $12.96 for year 5~~, with a discount of $.50 per month to senior citizens (defined as when the primary homeowner or tenant and party responsible for the account is 65 years of age or older)~~.

II. DEFINITIONS.

A. Residential Unit: The term "residential unit" shall be defined as all single-family dwellings and all multiple-family dwellings that do not share a common entrance with another housing unit.

B. Garbage: The term "garbage" means all wastes from the preparation, cooking, and dispensing of food for human consumption; all fish, fowl, fruit, vegetable, animal, or other matter which was intended to be used as food for human consumption, including condemned foods, excess fruit from trees, excess vegetables from gardens, and items of a similar nature; and all wastes from the preparation, cooking, and dispensing of food for consumption by domestic animals, including dogs, cats, and similar pets.

C. Rubbish: The term "rubbish" means all household goods and refuse resulting from normal household activities; rags, glassware, crockery, and bottles, whether broken or not; tin cans, paper, newspaper, and magazines; grass cuttings, hedge-cuttings, shrubbery trimmings, and leaves; incinerator ashes and refuse from paper burners; ashes, barrels, packing material, carpeting, leather goods, rubber goods, excelsior, straw, metal cooking utensils, toys, porcelain, shoes, clothing, and cardboard; furniture, springs, mattresses, trunks, scrap metal, and automobile tires.

The term "rubbish" shall not include "special rubbish items" defined as: dirt, stones, asphalt, gravel, broken or whole bricks, concrete, and other refuse from repairs; alterations or new construction of buildings and sidewalks.

D. Yard Waste: Any such material as tree limbs; sticks; hedge, shrub, tree, or plant trimmings; waste wood; grass cuttings; Christmas trees; weeds; or leaves from the residential property, with the exception of tree limbs, sticks, or trimmings over thirty-six inches in length, shall constitute "yard waste."

E. Recyclable Materials: All glass beverage bottles and food jars; plastic containers and bottles stamped with the numbers 1 through 7; aluminum,

bi-metal, and steel cans; and paper and corrugated cardboard. Motor oil, anti-freeze, pesticide, and herbicide containers that are completely clean and free of residue.

F. Appliances and White Goods: Appliances, refrigerators, water tanks, stoves, washing machines, dryers, freezers, and air conditioners are to be picked up under this Contract at no additional charge. The resident must make prior arrangements with the Contractor for pick-ups of appliances or white goods. Any appliances or white goods containing hydrocarbons will be picked up only after the hydrocarbons have been removed by a certified technician and tagged. The cost of the removal of hydrocarbons is to be paid for by the resident.

III. PAYMENT TO CONTRACTOR.

A. Except set forth in paragraph B of this section of the Agreement, Payment shall be made to the Contractor by directly billing the residential unit. The Village of Northfield shall not assume the responsibility in any manner directly or indirectly for the compensation due to the Contractor for services performed by it. The Contractor agrees to invoice each residential unit for services performed on either a quarterly or monthly basis in advance and may suspend service to accounts that are more than 90 (ninety) days delinquent. The Contractor shall be required to provide the Village with a current list of the names and addresses of the residents in the rubbish collection program and their addresses within ten days of any request from the Village to provide such information.

B. The Village hereby agrees to pay all monthly charges for residential units qualifying as senior households as defined in this paragraph, starting with the second quarter of 2015 through the termination date of this Agreement. Contractor shall invoice the Village for all residential units qualifying as senior households on a quarterly basis in advance. Contractor shall include with the quarterly invoices to the Village a list of all residential units designated as senior households, indicating the address and account holder for each senior household. The Village shall pay the quarterly senior household invoice from the Contractor within 30 days of its receipt of such invoice. The amount billed to the Village for senior households shall be 60 cents less per residential unit per month than the contract prices set forth in Section I of this Agreement. A "senior household" shall be defined as: (1) a residential unit in which a person that is 65 years of age or older is a primary property owner (meaning the person is listed as a property owner on the deed), or if a property owner does not live on the property, a person 65 years of age or older is a primary tenant of the property (meaning the person is listed as a tenant of the property on a written lease); and (2) the residential unit is the eligible senior citizen's primary residence (meaning the person uses that residence as their primary address for filing income tax returns and/or voter registration purposes). Persons receiving the senior discount rate at the time this amended Agreement is executed shall be designated as senior households and are not automatically required to submit information to the Contractor proving that they qualify as a senior household.

The Village and/or Contractor, however, reserve the right at any time to request and receive proof from the account holder that a property qualifies as a senior household in order to maintain the property's eligibility as a senior household. All persons not receiving the senior discount as of the execution date of this amended Agreement that wish their residential unit to be classified as a senior household are required to file a senior household application with the Village and submit to the Village copies of sufficiently reliable documents proving their age, that they are a primary owner or tenant of the property, and that the property is their primary residence as set forth in this paragraph. In the event the senior household application is approved by the Village, the application and accompanied documents shall be forwarded to the Contractor for its review and approval before the household is designated as a senior household.

IV. MAINTENANCE OF CONTRACT.

The Contract shall not be assigned and the collection of garbage, rubbish, yard waste, and recyclables provided in said Contract shall not be sublet without the written consent of the Village, which consent shall not release the Contractor from any of its obligations and liabilities under the Contract. The Contract shall be binding upon the respective successors, executors, administrators, and assigns of the Contractor, who shall continue the Contract in the event of dissolution, merger and/or death of the Contractor, provided that in the event the Contractor shall be adjudged insolvent or bankrupt or shall make an assignment for the benefit of creditors, the Village shall have the right to terminate such Contract and to make appropriate arrangements for providing garbage, rubbish, and yard waste collection and recycling service to the residents of the Village.

V. COLLECTION METHOD.

Garbage and rubbish shall be placed at the curb in proper containers in close proximity to each other and in a location easily accessible to the Contractor. Larger rubbish items that cannot fit into bags, excluding that which has been heretofore defined as special rubbish items (the Contractor is not required to pick up special rubbish items outlined in Section II.C), shall be placed on the curb or tree lawn. The Contractor shall transfer such garbage and rubbish to the truck. Empty containers shall be placed back onto treelawns in a gentle manner so as the containers will not be damaged. Yard waste shall be placed at the curb in proper yard waste bags or be tied in bundles that are not more than thirty-six inches in length.

VI. PREPARATION AND STORAGE OF GARBAGE AND RUBBISH.

A. Each residential unit for which the Contractor has the responsibility to collect garbage, rubbish, and yard waste shall provide its own containers unless the Contractor chooses to provide and require the use of its own containers within the parameters of the accepted bid price.

B. All containers for the storage of garbage or rubbish shall be of the type generally classified as garbage cans or plastic bags unless the Contractor permits the use of specially constructed paper bags deemed to be acceptable for the storage of garbage or rubbish. Yard waste bags shall be made of paper.

C. The containers for the storage of garbage or rubbish for residential units, whether garbage cans, the regulation plastic garbage bags, or the specially constructed paper bags, shall not have a capacity in excess of fifty-five gallons or be filled so as the weight of the bag is greater than fifty pounds. All plastic garbage bags shall have a thickness of at least two mills.

D. All containers shall be maintained in a sanitary condition and in compliance with all applicable ordinances, resolutions, statutes, rules, and regulations and the provisions of this Contract. The Contractor shall be under no obligation to provide collection service to any residential unit failing to provide the type of container specified herein or failing to maintain such containers as specified herein.

E. The Contractor must provide an adequate number of collection vehicles to provide for the efficient collection of the required materials from the curb. All collection vehicles must be designed for capture of liquids to prevent any liquids from leaking from the vehicle. All vehicles must be kept in good repair and appearance and in sanitary condition at all times. All vehicles must be clearly marked with the identity and telephone number of the Contractor.

VII. HOURS OF OPERATION.

Unless otherwise permitted by the Village, the Contractor shall not commence the collection of garbage and rubbish before 8:00 AM and shall cease collection by 6:00 PM on any single day of collection. The timely collection pursuant to such schedule is essential to the public health, safety, and welfare of the residents of the Village of Northfield. Any substantial failure to perform the Contract pursuant to its terms and requirements, provided such failure is not due to war, insurrection, riot, act of God, or similar cause beyond the Contractor's control, shall give the Village the right to take such action at law or in equity as will void the Contract or to obtain monetary damages. Pick ups shall be made on the same day of the week throughout the year unless the regular pick up day falls on a national holiday. In that event, pick up shall be no later than the day following the holiday.

VIII. COMPLAINTS.

All complaints shall receive a response within forty-eight (48) hours. The Contractor shall supply the Village of Northfield with copies of all complaints and

indicate the disposition of each such matter. Such records shall be available for Village inspection at all times during business hours. The form shall indicate the day and the hour on which the complaint was received and the day and the hour on which it was resolved. When a complaint is received on the day preceding a holiday or on a Saturday, it shall be serviced on the next working day.

IX. DISPOSAL.

The method of disposal shall be left to the discretion of the Contractor; provided, however, that such disposal shall be at a sanitary landfill approved by the State of Ohio, Department of Health, and by the County Board of Health in which such landfill is located.

X. PROVISION OF CONTAINERS TO VILLAGE SERVICE DEPARTMENT AND FIRE DEPARTMENT AND RECYCLING BIN AT SERVICE GARAGE LOCATION.

Throughout the term of the contract, Contractor shall be required to provide a large dumpster to the Village's Service Department (at both its Houghton Road and Ledge Road building locations) and Village's Fire Department (at its Northfield Road fire station) free of charge and dispose of the contents thereof on a weekly basis free of charge. The Village agrees not to place any hazardous waste into those dumpsters. In addition, the Contractor shall also provide a recycling bin at a location identified by the Village's Service Department for residents to deposit recyclables as defined in this Contract. The Contractor shall pick up and recycle the contents of that container on an as needed basis free of charge.

XI. SANITARY REGULATIONS AND LICENSES.

The Contractor shall perform this Contract in compliance with all applicable ordinances, resolutions, statutes, and rules and regulations now existing or as hereafter enacted or promulgated. In addition, the Contractor shall acquire, at its expense, any and all licenses, permits, and certificates required by law and submit proper applications therefor.

XII. PERFORMANCE BOND.

The Contractor is required to submit a performance bond, signed by a surety company authorized to do business in the State of Ohio, in the sum of at least $100,000. Such performance bond shall cover performance of the Contract for the term thereof.

XIII. WORKER'S COMPENSATION.

The Contractor shall at all times during the term of the Contract comply with the Worker's Compensation Laws of the State of Ohio, shall pay such premiums as may be

required thereunder, and shall hold the Village harmless from any and all liability arising from or under said laws.

XIV. INDEMNITY AND INSURANCE.

The Contractor shall indemnify and hold harmless the Village and all of its executives, representatives, officers, agents, employees, successors, and assigns, jointly and severally, of and from all manner of losses, suits, actions, payments, costs, charges, damages, judgments, or claims and demands of any character, name or description occasioned by or attributable to any injuries or damages received or sustained by any person, persons, or property by reason of any act or omission caused by the negligence or misconduct of said Contractor, its agents or employees in the performance of and under the Contract, including any injuries or damages received or sustained by any customer arising out of any contractual relationship existing between such customer and the Village and/or Contractor relating to the provision of the collection and disposal service.

The Contractor shall, at the time of execution of the Contract, furnish the Village with a copy of any endorsements to the liability insurance policy covering all trucks and other equipment to be used in performing the Contract and its public liability insurance policy covering bodily injury to third parties. Such endorsements are to name the Village of Northfield as an additional insured with the Contractor under said insurance policies. The limits of such insurance for bodily injury shall not be less than ***$500,000.00*** for each person and not less than ***$1,000,000.00*** for each accident, and for property damage, shall not be less than ***$500,000.00*** for each accident. Such insurance shall be maintained in force by the Contractor at its expense throughout the term of the Contract, and certificates of such insurance shall be provided to the Village.

XV. EQUAL OPPORTUNITY EMPLOYER.

The Contractor shall not discriminate against any person employed by or seeking employment with the Contractor because of race, creed, color, sex, or national origin and shall comply with all applicable ordinances, statutes, and regulations of the Village, and the State or Federal government relating to equal employment opportunities.

XVI. GOVERNMENT FEES.

The price per unit for residential solid waste collection and recycling services includes all direct and indirect costs, including, but not limited to, the costs of disposal of the solid waste at a licensed solid waste landfill or solid waste transfer station and all governmental fees applicable to the generation, receipt, transfer, and disposal of solid waste. Any increase or decrease in any governmental fees occurring after the commencement date of the Contract will be passed on to the billed residential unit on a dollar for dollar basis through an adjustment to the per unit price.

IN WITNESS WHEREOF, the Parties hereto have set their hands this _____ day of _____, 201~~3~~5.

VILLAGE OF NORTHFIELD

_____
Jesse J. Nehez, Mayor

RUMPKE OF OHIO, INC.

_____

By: _____

Its: _____