

RECORD OF ORDINANCES

Drafting Legal Book, Inc.

Form No. 3000A

Ordinance No. _____

Passed _____, 20____

CITY OF BELPRE
ORDINANCE NO. 3 (2020-21)

**AN ORDINANCE AUTHORIZING THE SAFETY-SERVICE DIRECTOR
TO ADVERTISE FOR BIDS AND TO ENTER INTO A CONTRACT FOR
THE AWARDED OF AN EXCLUSIVE FRANCHISE FOR THE
COLLECTION OF GARBAGE AND RUBBISH WITHIN THE MUNICIPAL
LIMITS OF THE CITY OF BELPRE**

**NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL
OF THE CITY OF BELPRE, OHIO, THAT:**

SECTION I

The Safety-Service Director of the City of Belpre is hereby authorized and directed to advertise for bids and to enter into a contract for an exclusive franchise for the collection of garbage and rubbish within the City limits of Belpre, Ohio.

SECTION II

Submitting to the City of the proposal shall be considered a certification that the bidder is quoting on the latest current methods and equipment.

SECTION III

Bids shall be in accordance with and subject to the contract requirements and specifications on file with the Clerk of Council and such contract requirements shall be incorporated in each bid.

SECTION IV

Each bid must contain the full name of every person or company interested in the same and be accompanied by a check certified in the sum of 10% of the bid price to the satisfaction of the City of Belpre, as a guarantee that if the bid is accepted, a contract will be entered into and its performance duly secured. Should any bid be rejected, such check will be forthwith returned to the bidder. Should any bid be accepted, such check will be returned upon the proper execution and securing of the contract.

SECTION V

The City of Belpre shall reserve the right to reject any and all bids.

SECTION VI

This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public health, welfare and safety of the City, and for the further reason that immediate approval of this Agreement is necessary to provide adequate time to advertise for bids and to put a contract into place. Wherefore, this Ordinance shall take effect and be in full force immediately upon its passage by Council and signing by the Mayor.

RECORD OF ORDINANCES

Dwyer Legal Blank, Inc.

Form No. 30613

Ordinance No. _____

Passed _____

, 20____

PASSED:

March 18, 2020

James P. Foster
PRESIDENT OF COUNCIL

ATTEST:

Kimberly Mendell

PRESENTED TO MAYOR:

3/18/20

Michael R. Roney
MAYOR

APPROVED BY MAYOR:

3/18/20

CLERK'S CERTIFICATION OF PUBLICATION

The undersigned Clerk of the Council of the City of Belpre, Ohio, does hereby certify that on March 18, 2020, this Ordinance was published by posting a copy of the same at the five public places designated by the City Council in Ordinance No. 18 (2006-07).

March 18, 2020
Date

Kimberly Mendell
CLERK

SPECIFICATIONS FOR GARBAGE-RUBBISH-RECYCLING CONTRACT

WHEREAS, Section 3707.43 of the Ohio Revised Code permits the legislative authority of a municipal corporation to enter into a contract for a period not to exceed five (5) years for the collection and removal of Solid Waste (garbage, trash, other waste substances) and Recyclable Materials at the expense of the person responsible for the existence of such substances; and

WHEREAS, The Council of the City of Belpre, Ohio, desires to advertise for bids and enter into an exclusive contract for the collection of solid waste (garbage and trash) and recyclable materials for both residential and commercial property.

EXCLUSIVE CONTRACT TERM:

The City shall grant to the successful bidder the exclusive rights to collect and dispose of commercial and residential Solid Waste (garbage, trash, and rubbish) and Recyclables for both residential and commercial premises in the City of Belpre for a period of five (5) years starting on the first day of July 2020 and ending on the 30th of June 2025. The company agrees to collect and dispose of all such Solid Waste (garbage, trash, and rubbish) and provide for the processing and sale of all Recyclables in said City of Belpre for said terms in accordance with the provisions of this contract.

DEFINITIONS:

The term "commercial" shall apply to any property within the corporate limits of the city, the use of which relates to or is connected with trade and traffic or commerce in general, including but not limited to income producing properties such as office building, apartments, and condominiums but only if said apartments or condominiums consists of more than three contingent or separate single-family dwelling units. _

The term "residential" shall apply to any dwelling within the corporate limits of the city occupied by a person or group of persons comprising not more than three families. A condominium dwelling, whether of single or multilevel construction, consisting of three or less contingent or separate single family dwelling units, shall be treated as a residential unit, except that each single family within any such residential unit shall be billed separately as a residential unit in accordance with the provisions of the City of Belpre's multiple unit billing ordinance.

The term "exclusive" shall mean that the City shall grant to the successful bidder the exclusive privilege of hauling over the streets of Belpre, Solid Waste (garbage and/or trash or rubbish) and Recyclable Materials from residential premises and commercial enterprises and that no other person or agencies shall be permitted to collect for hire such material from any other residential or commercial producer within the city.

The term "Recyclables" or "Recyclable Materials" shall be (at a minimum) the following; Green, Clear, Amber, Brown and Blue Food and Beverage Container Glass; #1 PET Clear

and Colored Plastic beverage bottles, detergent, soap, and food containers no less than 2"x2"x2" and no larger than 2 gallons; #2 HDPE Natural and Colored Food, Beverage, Detergent, Soap, and Fabric Softener containers no smaller than 2"x2"x2" and no larger than 2 gallons; Corrugated Cardboard, Office Paper (shredded & whole), Junk Mail, Newspapers, Pasteboard Boxes, Magazines, Periodicals, Catalogs and Phonebooks; Steel, Bi-Metal & Aluminum Food and Beverage Containers. Recyclable or Recyclable Material SHALL NOT include plastic trash bags of any type, plastic grocery or shopping bags, animal feed bags, plastic film or wrap, and plastic packaging materials such as Styrofoam and packing peanuts.

Operations, Activities, and Programs of the SouthEastern Ohio Joint Solid Waste Management District shall be exempt from the terms and conditions of this contract. Any conflict in the definitions of any kind whatsoever or with the Ohio Revised Code, shall be resolved in favor of the more inclusive definition to the end that the public health may be served.

COLLECTION:

The successful bidder, in conformity with good health and sanitation practices, shall on a weekly basis; subject to the terms and conditions set forth in the specifications, for the period from July 1, 2020 to an including June 30, 2025, collect, remove and dispose of all Solid Waste (garbage, offal, dead animals and rubbish) and Recyclable Materials as defined in the Specifications, from all places in the City which may be designated by the Safety-Service Director wherever the same may accumulate within the City. A complete schedule of collection routes for "Solid Waste" and "Recycling" must be submitted by the contractor to the City, prior to May 1st of each year. The successful bidder will also be required to collect one (1) Bulky Item per calendar-quarter per residence or business, upholstered furniture and bedding are required to be wrapped in plastic, and must be called in to the Contractor for pickup at least 24 hours prior to collection.

DEDUCTIONS:

There shall be deducted from the monthly payment to be made to the contractor, the sum of twenty-five dollars (\$25.00) for each properly verified incident of failure on the part of the contractor to collect, remove, dispose of or recycle materials in accordance with the terms of this Agreement. A deduction of twenty-five (\$25.00) shall also be made for each properly verified incident of carelessness on the part of the contractor in emptying of containers or otherwise permitting solid waste or recyclable materials to be strewn on or about the properties. In case the contractor, within twenty-four (24) hours after notice of any such complaint, shall fail to make such collections, or shall to clean up the property, depending on the nature of the complaint, the twenty-five dollars (\$25.00) deduction shall be made, also a deduction of twenty-five dollars (\$25.00) shall be made for each additional twenty-four (24) hour period during which any such failure shall be allowed to continue.

COLLECTOR'S FAILURE TO PERFORM:

If, at any time, the contractor, after proper notice has been received by him as provided in the Deduction paragraph hereof, shall fail or neglect for a period of one (1) week to make collection of solid waste and/or recyclable materials from any house or commercial establishment in said City, or shall fail or neglect for a period of one (1) week to remove solid waste or recyclable materials strewn upon property as a result of carelessness in pick up, the City of Belpre shall have the right at its option, either (1) to furnish its own vehicles, collect such solid waste and/or recyclable materials and dispose of same at the disposal site/recycling facility of the contractor, or (2) to engage another contractor to make such collections for the City of Belpre and to deduct the cost incurred thereby from the money due to the contractor, or in default of any payment being due, shall be paid forthwith by the contractor.

SCHEDULING OF COLLECTION ACTIVITIES:

Collections shall be made by the contractor in such districts and upon such schedule as may be agreed upon from time to time by the Safety-Service Director, or his agent. Such collections shall be scheduled for two or more days Monday through Friday, from the hours of 6:00AM to 6:00PM, provided, however, that collections may be made on Saturdays to compensate for the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas. In case the scheduled collection from any district would provide for collection on a holiday, the contractor agrees that sufficient additional vehicle's will be used in the City during the week of the holiday in order to bring collection up to schedule by weeks end.

EQUIPMENT:

All vehicles used in hauling garbage shall be made of steel body with steel covers, non-leakable type, so constructed to prevent leakage upon the streets of the city. All vehicles shall be equipped with noise suppressors. In case any of the vehicles operated by the contractor shall be found to leak or to be otherwise undesirable, such conditions shall be corrected immediately or the vehicle shall be replaced. The contractor shall be responsible for supplying all containers required for customers under commercial section. The contractor shall furnish proof of his ability to provide additional (back-up) equipment (trucks) in case of necessity in taking any vehicles out of service. All equipment must meet all federal, state, and local health, safety and environmental standards, laws, and regulations.

CHANGES IN COLLECTION SCHEDULE:

Any changes which may be made in the residential schedule of collection or in the routing of vehicles, except as set forth in schedules adopted by the contractor and the Safety-Service Director, or his agent, shall be made only with the approval of the Safety-Service Director or his agent, and the contractor shall maintain telephone communications with the office of the City of Belpre for the purpose of receiving complaints of non-collection of garbage, offal, dead animals, rubbish and household rubbish and complaints of carelessness in the pick-up of the same. They shall also provide a toll-free phone number, which is available to all customers of the municipal trash service.

WHAT ITEMS OF "SOLID WASTE" WILL BE TAKEN:

The term (garbage) shall mean all table and kitchen offal and waste, including cans or containers, glass and paper containers. "Rubbish" and "ashes" shall be defined as: rugs; large toys; outside gym equipment; unassembled pipe cut into not over 36" lengths; newspapers and magazines; ashes; grass and leaves in plastic bags and tied; shrubbery and hedge cuttings not over 36" in length bundled and tied; wood cut in not over 36" lengths, tied, and bundled; large cardboard boxes broken down and tied; all cloths and rags; appliances, refrigerant extracted refrigerators shall either have doors removed or be securely tied or chained; sofas; chairs; mattresses; springs; and furniture. However, nothing of such a size or weight that requires more than two men to handle or be picked up. No containers or bundles shall exceed 65 lbs. Upholstered furniture, mattresses, and box springs shall be completely wrapped in plastic.

The contractor will not be required to pick up construction material, pavement, stone, sand, dirt, broken concrete, concrete wash tubs, automobile parts, tires, sod, flammable an non-flammable liquids, hazardous materials, metal drums and metal grease drums. There is a limit of three (3) thirty-gallon bags and one (1) ninety-six (96) gallon container to each residential unit. Doubling-up of residential units is not permitted. Any of the above items mentioned may only be picked up under the commercial clause with prior arrangements made with the contractor. The contract shall not litter the premises in the process of making collections. Contractor shall immediately clean up all litter in event of any spillage.

The contractor shall also collect, remove and dispose of all containerized garbage and/or trash from any and all residential premises in the City which may be designated by the Safety-Service Director, or the City Board of Health, when the accumulation of such garbage/and or trash is deemed to be a nuisance and detrimental to the public health such cost to be paid by the City to the Contractor for a pre-negotiated price. The company also agrees to collect from all municipally owned and operated buildings, municipal pool, municipal parks and any trash containers as may now exist or may be added, without charge on a daily basis as necessary or, unless otherwise agreed by the company and the Safety-Service Director. At a minimum, these free services shall include:

Belpre City Hall : (1) 4 cubic yard refuse container 1 time per week, and (1) 65-gallon recycling container
Belpre Chamber Office: (1) 95-gallon refuse container 1 time/week, and (1) 65-gallon recycling cart
Belpre Sewer Dept.: (2) 3-cubic yard refuse containers 1 time/week, and (1) 65-gallon recycling cart
Belpre Water Dept.: (1) 2-cubic yard refuse container 1 time/week, and (1) 65-gallon recycling container
Howes Grove Park: (1) 4-cubic yard refuse container 1 time/week, and (1) 65-gallon recycling cart
Civitan Park: (2) 4-cubic yard refuse containers 1 time/week, (2) 8-cubic yard refuse container 3 times/week
Belpre Street Dept.: (1) 8-cubic yard refuse container 1 time/week, and (1) 65-gallon recycling cart
Belpre Homecoming: (1) 40 cubic yard roll-off container (40) corrugated cardboard event boxes
Relay For Life: (1) 40 cubic yard roll-off container (40) corrugated cardboard event boxes

The City may add or remove the transportation and Disposal of Street Sweepings, and Wastewater Treatment Sludge and Grit from the contract and find other methods or means of Transportation and Disposal.

RULES AND REGULATIONS:

The contractor shall, annually, prepare copies of the rules and regulations and schedule covering the type of, and manner in which Solid Waste (garbage, offal, dead animals, rubbish, and household rubbish) and Recycling Materials shall be collected in the City of Belpre as approved by the Safety-Service Director. The contractor shall distribute a flier quarterly, of said rules and regulations to each family residing in the City of Belpre, provided however, the City of Belpre will deliver a copy of said rules and regulations to each new resident of the city at the time of the first collection. Any changes to the day of pick up made during the year shall first be approved after being submitted to the Safety-Service Director in writing.

INDEMNITY: INSURANCE:

The contractor, shall indemnify and hold harmless the City of Belpre against and from all suits or actions of every kind and description brought against the City of Belpre, or any of its officers, agents, or servants, and also from damages and costs to which it, they or any of them may be put by reason of injury to the person or property of any other, resulting from negligence or carelessness, or otherwise, in the performance of his obligations under this contract, or from any defective or improper appliances or equipment used in the performance of the same.

INSURANCE:

The contractor shall carry the following minimum limits of insurance coverage:

Commercial Automobile Liability: \$1,000,000 combined single limit providing coverage for all owned, non-owned and hired automobiles.

Commercial General Liability: \$1,000,000 per occurrence/\$2,000,000 aggregate providing coverage for all premises, operations, products and completed operations. Medical payments minimum limit to be \$5,000.

Employers Liability/ Ohio Stop-Gap liability: \$1,000,000/\$1,000,000/\$1,000,000. Broad form coverage including "Substantially certain to occur".

The contractor shall also certify that it has adequate Workers' Compensation coverage under the laws of the State of Ohio or other state of incorporation.

All insurance coverage to be written with an insurance company rated "A" by A.M. Best. All coverages shall name the City of Belpre as "Additional Insured". Commercial General Liability coverage include "waiver of subrogation" in favor of the City of Belpre. All insurance coverages to be evidenced by certificate of insurance with not less than 30 days' notice of cancellation.

PERFORMANCE BOND:

The contractor shall execute and deliver to the City of Belpre a performance bond for the term of the contract in the amount of at least \$200,000 condition for the faithful performance by the contractor of the terms of this agreement. This performance bond shall be issued by an insurance company certified by having a rating of "A" by A.M. Best.

COMPLIANCE WITH THE LAW:

The contractor covenants and agrees, in rendering performance under this agreement to comply with Federal, State and local standards, laws and regulations. Including but not limited to a Registration with the SouthEastern Ohio Joint Solid Waste Management District, and that all State and Local Fees and Taxes are paid and there are no liens or judgments of record against them in the State of Ohio.

RECYCLING & "RECYCLABLE MATERIALS":

The City requires the Contractor to provide either 18 Gallon Bins or 65 Gallon Wheel Carts (or an appropriate sized container depending on the amounts of Recyclable Material, with the approval of the Safety-Service Director) at no charge to residents for recyclable materials, and that these bins will be kept serviced as needed, at the least weekly, coinciding with regularly scheduled refuse collection. It will be the responsibility of the homeowner to set the recyclables bin or cart at the curbside along with their regular refuse on their prescribed collection day. Recycling bins will remain the responsibility of the Contractor throughout the term of the contract. At no time shall the contractor mix refuse with recyclables. The City and the Contractor agree to cooperate together during the term of this contract to provide a quarterly flier for "Public Awareness" of the recycling program regulations.

Contaminated recyclables may be refused by the driver or driver's helper at any residence or business due to contamination. It will be the responsibility of the resident or business to remove contamination from a contaminated bin, cart or dumpster. Any refused/rejected recycling containers will not be collected until the next regularly scheduled collection date for that residence or business.

TERMINATION:

If the contractor should be adjudged as bankrupt, or if it should make a general assignment for the benefit of his creditors or if a receiver should be appointed on account of his insolvency, then the City of Belpre, may prejudice to any other rights or remedy terminate this agreement and re-advertise the work covered by the same.

ASSIGNMENT:

The agreement shall not be assigned, transferred, or set over to any other person or persons, firm or firms, corporation or corporations without the prior written consent of the City of Belpre.

RATES:

The City of Belpre reserves the right to establish commercial and residential rates for the collection of said garbage, offal, dead animals, and rubbish, which rates will not necessarily be tied to the rates established by the contractual agreement entered into by the City and the Successful bidder under this contract.

BILLINGS:

The City of Belpre also reserves the right to manage all billings for collection services rendered to commercial and residential customers within the city limits and to see that all funds paid for such services are managed through the city accounts.

BID FIGURES:

The bid for residential collection shall be expressed overall monthly charge to be made to the City for residential trash, rubbish and recycling collection throughout the duration of the contract. Bids for commercial collection shall be expressed as a per volume collection charge by filling the charges to be made for commercial establishments in the schedule hereto attached inclusive of container rental charges. (Bids must be made on both residential and commercial collections.) No adjustments to the successful bidder's rate may be made during the contract period except for taxes or fees adopted by the State of Ohio, SouthEastern Ohio Joint Solid Waste Management District, or neighboring state legislature where Solid Wastes are disposed, should the successful bidder be physically located or dispose of solid waste in another state.

FORCE MAJURE:

In the event that during the term of this contract the City of Belpre is stricken with natural or manmade disaster, and in the event that the Mayor of the City of Belpre, Washington County Commissioners, Governor of The State of Ohio, President of The United States of America, other duly authorized official, make an official declaration of disaster or state-of-emergency, and should the Contractor fail to provide or have an adequate number of resources immediately on-hand to properly assist in the remediation effort as assessed by the Safety-Service Director, the City may, at the discretion of the Safety-Service Director obtain the services of additional solid waste services contractors to assist in the cleanup efforts. Disposition of the solid waste collection during disaster(s) may be at any facility designated by the Approved Solid Waste Management Plan for the SouthEastern Ohio Joint Solid Waste Management District.