

CONTRACT FOR RESIDENTIAL SOLID WASTE AND RECYCLING COLLECTION

THIS Contract for Residential Solid Waste and Recycling Collection ("AGREEMENT") is entered into on the _____ day of _____, 20____ between Northfield Center Township, Summit County, Ohio, with an address of _____, herein referred to as "Northfield" and **KIMBLE RECYCLING & DISPOSAL, INC.**, with an address of 3596 S.R. 39, NW, Dover, Ohio 44622, herein referred to as "Kimble".

Whereas, Northfield requested competitive bids in response to the specifications issued by Northfield for the collection and disposal of solid waste and collection and processing of recyclable materials, a copy of which are attached hereto as **Exhibit A** (Section 3.0 of Exhibit A is referred to as the "Specs").

Whereas, Kimble submitted the Bid to Northfield which was selected as the lowest responsible bidder by Northfield, a copy of which is attached hereto as **Exhibit A** (all of Exhibit A is referred to as the "Bid"). The Bid and Specs are collectively referred to as "Bid Specs" throughout

Now therefore, in exchange for the mutual promises herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. SERVICES. Kimble shall provide the following services ("Services") as more particularly specified in the Bid Specs:

(A) *Solid Waste Collection.* Kimble shall provide ONCE a week automated collection of all Containers of Solid Waste of Residential Units within the territorial limits of Northfield as provided in the Bid Specs. Solid Waste, as used throughout this Agreement, means those materials defined as rubbish and garbage in the Bid Specs and as defined in O.R.C. § 3734.01(E), which are generated at a Residential Unit. Residential Unit as used throughout this Agreement refers to "Residential Unit" as defined in the Bid Specs. The Services shall be provided consistent with the following specifications:

i.) *Curbside Pickup of Solid Waste.* Except for those Residential Units qualifying or selecting back door service as provided in section (iii) below, collection shall consist of curbside (within 3 feet of the curb) pick-up of all Containers and any Solid Waste that cannot fit in the Container shall be fully contained in either polyethylene bags or 33-gallon garbage cans and shall not exceed a total of ten (10) bags/33-gallon garbage cans.

ii.) *Special Rubbish Items.* Special Rubbish Items will not be picked up curbside by Kimble unless separate arrangements for an additional charge are made as provided in the Bid Specs. Kimble is not required to remove Construction and Demolition Debris as a result of repairs, alterations, or new construction of buildings or sidewalks or any other "Special Rubbish Items" as defined in the Bid Specs. Construction and Demolition Debris shall have the definition set forth in O.R.C. §3714.01. Services shall not include extensive set outs of Solid Waste associated with an eviction or removal of a tenant from a Residential Unit or large whole-house cleanouts, remodeling project waste, or any other atypical Solid Waste outside of normal weekly residential Solid Waste. Please call Kimble's office for prices on dumpsters for these materials at 1-800-201-0005.

iii) *Backdoor/Backyard Service.* Individuals with a disability (as defined in ORC 4503.44A1) as documented and approved by Northfield will receive solid waste collection at a location near the Residential Unit at no additional cost for distances up to 150 feet. Distance beyond 150 feet will be negotiated on a case by case basis. All other individuals requesting backdoor service shall be charged for the backdoor service in accordance with the Bid.

(B) *Curbside Collection of Recyclables.* Kimble shall provide every other week collection of all Recyclables of Residential Units within the territorial limits of Northfield. Recyclables must be loose (not

bagged) and fully contained within the Container which must be curbside on the pickup day except as provided in Section 1Aiii above. Kimble may modify what constitutes Recyclables based on market conditions. Recyclables shall comply with any and all specifications provided by Kimble in order to meet quality thresholds for commodity markets and be free of contamination. If market conditions develop that limit or inhibit Kimble from selling some or all of the Recyclables, Kimble may suspend or discontinue any or all Recycling Services.

(C) Northfield Buildings. Kimble shall provide weekly collection of Solid Waste and Recyclables for Northfield as provided in the Bid Specs.

Kimble will take title to Solid Waste and Recyclables when loaded into Kimble's vehicles, and Kimble does not take title to or assume liability for hazardous wastes, hazardous substances, or any other materials which are not Solid Waste or Recyclables. This Agreement does not apply to commercial customers (which are anyone other than a Residential Unit customer) or services outside the scope of this Agreement and Kimble is free to separately contract for such services upon price and terms that are negotiated. Kimble shall have no confidentiality obligations with respect to the Services, and waste collected thereby.

2. CONTAINERS/EQUIPMENT. Kimble will supply each Residential Unit with the containers as set forth in the Bid Specs ("Containers"). Kimble will at all times own the Containers. Residents will be liable for damages to or replacement of Containers beyond ordinary wear and tear. Containers will be collected by Kimble at the end of the Agreement. Kimble will supply all equipment required to satisfy the Bid Specs.

3. TIME AND DISPOSAL. Collection shall not start before 7:00 A.M. and must be completed by 5:00 P.M. of the same day, subject to extreme weather situations, mechanical difficulties and holidays. Kimble shall dispose of Solid Waste at a licensed Ohio sanitary landfill.

4. PAYMENT. Except as otherwise provided, for all of the Services herein rendered by the Kimble it shall be paid on a per quarter basis per Residential Unit in Northfield to be billed directly by Kimble to the applicable Residential Unit for the total monthly charges, based on the prices set forth in the Bid. Any increases or decrease in local, state or federal government fees or taxes (not including income taxes) related to the Services (including without limitation Solid Waste disposal fees, tipping fees, generation fees, fuel taxes, renewable energy related taxes, etc.) shall result in a corresponding adjustment to the above fee schedule. Service of a Residential Unit may be suspended, and no payment will be due, if the Residential Unit is vacant for a period in excess of one (1) calendar month, however this provision shall not be used by a resident to store trash in an effort to avoid any obligation to pay Kimble for Services. Payment for Services is owed by the owner of the applicable Residential Unit, and invoices will be issued to the owner of the Residential Unit accordingly.

5. TERM. The duration of this Contract shall be for a period of five years commencing on the 1st day of December, 2020, and ending on November 30, 2025.

6. NON-PERFORMANCE. If, during the term of this Agreement, either party shall be in breach of or default in any provision of this Agreement, the other party may suspend or terminate its performance hereunder until such delinquency or default has been corrected, provided, however, that no termination or default shall be effective unless and until the complaining party has given written notice of the default to the other party and the other party has failed to cure such default within at least ten (10) days thereafter. In the event any such default remains uncured for a period of ten (10) days, the complaining party may terminate this Agreement by giving the other party written notice of such termination; such termination to become effective upon mailing of such notice.

7. NON-ASSIGNABILITY/INDEPENDENT CONTRACTOR STATUS. This Agreement shall not be

assigned or a sub-contractor hired out without prior written approval of the Township Trustees, which shall not be unreasonably withheld, conditioned or delayed. Kimble shall perform all work and services described herein as an independent contractor and not an officer, agent, servant or employee of Northfield.

8. EXCLUSIVE HAULER. Kimble shall be permitted the exclusive authority to provide the Services to each Residential Unit in Northfield and Northfield agrees that, during the term of this Agreement, it will not contract with any other person, business or agency to provide said services. Northfield shall take any reasonable steps to enforce the same.

9. KIMBLE'S LIABILITY INSURANCE/INDEMNITY. During the term of this Agreement Kimble shall maintain auto and general liability insurance in the minimum amounts set forth in the Bid Specs. Kimble will name Northfield as an additional insured on said policies to the extent of liabilities assumed by Kimble under this Agreement. All policies will be subject to the applicable policy's terms, conditions, exclusions and riders. Kimble shall defend, indemnify and hold harmless Northfield, and its officers, council members and employees, as provided in the Bid Specs.

10. RENEWAL TERMS. The Agreement will automatically extend for successive additional one (1) year terms unless either party notifies the other party in writing not less than ninety (90) days prior to the end of the initial five (5) year term or any successive one (1) year extension term of its intention to terminate this Agreement. Such written notice must be served by certified or registered mail, return receipt requested. During any such renewal all terms of this Agreement shall apply except price which shall be adjusted annually as provided in the Bid.

11. ENTIRE AGREEMENT. This Agreement and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

12. NOTICES. Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to Kimble, Attention Legal Department, and to Northfield, attention Township Trustees, at their respective addresses set forth above. Any change in address must be given in like manner.

13. UNENFORCEABLE PROVISION. If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

14. FORCE MAJEURE. Except for Northfield's obligation to pay amounts due, any failure or delay in performance under this Agreement due to contingencies beyond a party's reasonable control, including, but not limited to, strikes, riots, pandemic, terrorist acts, compliance with applicable laws or governmental orders, fires, bad weather and acts of God, shall not constitute a breach of this Agreement, but shall entitle the affected party to be relieved of performance at the current pricing levels under this Agreement during the term of such event and for a reasonable time thereafter. The collection or disposal of any increased volume resulting from a flood, hurricane or similar or different Act of God over which Kimble has no control, shall not be included as part of Kimble's service under this Agreement. In the event of increased volume due to a Force Majeure event, Kimble and Northfield shall negotiate the additional payment to be made to Kimble. Further, Northfield shall grant Kimble variances in routes and schedules as deemed necessary by Kimble to accommodate collection of the increased volume of Solid Waste.

15. BOND. Kimble shall maintain a performance bond in the amount and upon the conditions set forth in the

Bid Specs.

IN WITNESS WHEREOF, the said _____, _____ County, Ohio has caused to be signed by its Township Trustees and to be affixed hereunto its corporate seal and said Kimble Recycling & Disposal, Inc. has caused to be signed by its President respectively this ____ day of _____, 20____.

Northfield

By:

Its:

KIMBLE RECYCLING & DISPOSAL, INC.

By: Keith B. Kimble, President

CERTIFICATE OF AVAILABILITY OF FUNDS

I certify that the money required to meet this Agreement has hereby been lawfully appropriated for such purpose and is in the treasury or in the process of collection to the credit of this fund, free from any previous obligation or certification as required by Ohio Revised Code §5705.01 to §5705.47.

Date

By:

Its: