

ORDINANCE 21-08

An Ordinance Extending the Sanitation Agreement With Republic Services

Whereas; The Village of South Point, hereinafter referred to as “Village” and Republic Services, hereinafter referred to as “Republic” do hereby agree to extend the current exclusive garbage service contract that the Village has previously granted to Republic, designating Republic as the exclusive authorized garbage hauler for the residences and businesses located in the Village of South Point.

Now, Therefore Be It Ordained by the Council of the Village of South Point, Ohio; This is an extension of an original agreement dated September 7, 2010. In order to update the terms of the contract into one document and incorporate provisions of the original contract the parties agree as follows:

1. The terms and provisions of the Exclusive Service Provider for the Garbage Collection Contract (Ordinance 90-16) for residential units and commercial establishments between the parties, is hereby extended to April 30th, 2022.
 - a. The current rate per household, per month will remain at \$10.40 for the duration of 12 months.
 - b. The per household monthly rate may not be adjusted beginning May 1, 2021 thru April 30th 2022.
 - c. The rates for commercial establishments will be negotiated at an acceptable rate with each and every commercial establishment within the Village providing that rate disagreements shall be arbitrated by the Village Council.
2. This Agreement shall be binding upon the parties, their successors, and assigns.
3. All provisions of the Contract Documents shall be strictly complied with and conformed by Republic, and no amendment to this Contract shall be made without the written consent of the parties, which consents shall not be unreasonably withheld. No amendment shall be construed to release either party from any obligation of the Contract Documents except as specifically provided for in such amendment.
4. Republic shall not be liable for the failure to wholly perform his duties if such failure is caused by a catastrophe, riot, war, governmental order or regulation, strike, fire, accident, act of God, or other similar or different contingency beyond the reasonable control of the Contractor.
5. In the event that any provision or portion thereof of any Contract Document shall be found to be invalid or unenforceable, then such provision or portion thereof shall be reformed in accordance with the applicable laws. The invalidity or unenforceability of any provision or portion of any Contract Document shall not affect the validity or enforceability of any other provision or portion of the Contract Documents.
6. Republic is required to have and maintain a mechanized garbage truck with packer.
7. Republic shall not permit trash or garbage to fall from or spill from said truck upon public or private property.
8. Trash and garbage collection from each residence shall be collected at least once a week. A schedule shall be set by Republic and subject to approval by the Mayor determining the days of collection for each route or area within the Village. Any change in schedules will require prior approval by the Mayor and notification must be made in the news media by Republic after the Mayor’s approval. The schedule can be modified due to Christmas and Thanksgiving.

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- 9. Residents must place trash and garbage by a public street or alley in bags or containers as per Ordinance No. 77-14. Elderly or disabled persons may receive special permission as to trash and garbage placement from the Mayor provided such site to be no more than 150 feet from the alley or street on said collection route.
- 10. Republic shall furnish and pay for the dumping of garbage which shall be at a legal site.
- 11. Republic agrees to maintain a minimum of \$300,000.00 in liability coverage per person and a total of \$500,000.00 per occurrence. He shall maintain \$25,000.00 in property damage insurance. Republic shall save and hold harmless the Village from any and all damage or loss resulting from Republic's negligence or failures.
- 12. The Village will place the monthly garbage fee upon the monthly utility bill for Village residents and all garbage fees collected will be distributed to Republic on or about the 15th of each month based upon amounts collected. The Village agrees to use reasonable diligence in collecting unpaid fees. The fees are the property of Republic and legal action to collect the same shall be brought in Republic's name by Republic.
- 13. Council may void this agreement in the event Republic fails to abide by each and every term therein and Republic will still remain liable for any damages due to said beach or termination.
- 14. Republic has exclusive garbage collection rights during the period hereof, but shall not assign or sublet without the consent in writing of the Village.
- 15. Republic shall negotiate an acceptable rate with each and every commercial establishment within the Village providing that rate disagreements shall be arbitrated by the Village Council, whose decision on same shall be binding. All contracts with every commercial establishment will be in writing with the establishment and Republic and a copy of their contract will be kept in the South Point Village Clerk's Office.
- 16. Commercial areas, rentals, rental complexes, etc., with four (4) or more units will have to have a metal container of adequate size and numbers.
- 17. "Negotiations to increase the fees shall be considered by the Village only in the event that the same are occasioned by increases in cost for the landfill services to the Republic."
- 18. A service charge for bill collection of \$125.00 per month and postage charge of \$600.00 per year will be assessed to Republic for monthly billing.

IN WITNESS WHEREOF, We, the contracting parties, by our duly authorized agents hereto affix our signatures and seals at Village of South Point, Lawrence County as of the 2nd day of March, 2021

ATTEST:

Mark Davidson
Mark Davidson, Clerk
1st Reading approved: 03/02/21
2nd Reading approved:
3rd Reading approved:

VILLAGE OF SOUTH POINT, OHIO

Jeff Gaskin
Jeff Gaskin, Mayor

REPUBLIC SERVICES

By _____

Title _____