

ORDINANCE NO. 11 - 2022

AN ORDINANCE APPROVING A CONTRACT AMENDMENT WITH WASTE MANAGEMENT OF OHIO FOR RESIDENTIAL REFUSE AND GARBAGE COLLECTION, DISPOSAL, AND OTHER SERVICES, AND DECLARING AN EMERGENCY.

WHEREAS, by Ordinance No. 15-2014, the Village entered into a contract with Waste Management of Ohio, Inc. for residential refuse and garbage collection, disposal, and other services; and

WHEREAS, by Ordinance No. 20-2017, the Village exercised a two-year contract extension which modified the contract, as detailed in the contract amendments attached to Ordinance No. 20-2017; and

WHEREAS, by Ordinance No. 12-2018, the Village approved a contract amendment for an increase in the service charge related to residential curbside recycling as well as a term extension; and

WHEREAS, the current term of the contract expires on June 30, 2022; and

WHEREAS, Waste Management has proposed a third contract amendment which provides for a new three-year term effective July 1, 2022 through June 30, 2025, with terms which keep current pricing through June 30, 2023, and three percent (3%) annual increases in the second and third years; and

WHEREAS, Council finds that the terms of the Waste Management proposal are acceptable; and

WHEREAS, pursuant to the authority of R.C. § 3707.43, the Charter and plenary power conferred upon the Village by Article XVIII, §§ 3 and 7 of the Ohio Constitution, the Council now desires to approve this contract.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE VILLAGE OF MADISON, COUNTY OF LAKE, STATE OF OHIO, THAT:

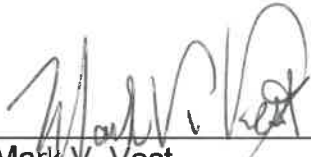
SECTION 1. The Village hereby accepts the contract with Waste Management of Ohio, Inc., as set forth in Exhibit 1, which is attached hereto and incorporated herein.

SECTION 2. The Mayor is hereby authorized to sign the contract on behalf of the Village.

SECTION 3. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with all legal requirements, including § 121.22 of the Ohio Revised Code.

SECTION 4. This Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, health and safety of the Village and for the further reason that it is necessary to give immediate effect to contractual provisions for refuse and garbage collection to ensure that good and orderly service is maintained, and, given that interruptions in collection adversely affect the public health and safety; wherefore, this Ordinance shall be in full force and effect immediately upon its adoption if adopted by the affirmative vote of at least five members of Council and otherwise at the earliest time provided by Ohio law.

PASSED:



Mark V. Vest
President of Council

1st Reading: 6-27-2022
2nd Reading: N/A
3rd Reading: N/A

Attested:



Kristie M. Crockett, Fiscal Officer / Clerk of Council

Approved:

Date: 6/27/2022



Sam Britton, Jr., Mayor



May 5, 2022

Mayor Sam Britton
Madison Village
126 W Main St
Madison, OH 44057

Dear Mayor Britton,

Waste Management is proud to be the service provider for the Village for the past 10 plus years and would like to offer an extension to our existing operating contract. We have an excellent record working in the Village and enjoy a good relationship with the Service Department to resolve any issue in a timely matter.

WM is consistently investing in technology so that we can communicate to our customers and provide notifications on service changes, such as holidays, weather and every other week recycling. Our newest investment is in our SMART truck that will be able to document with live photo and video, service that has taken place, carts that are not out and recycling contamination. This information will be used to help educate the resident in best practices for service.

Our Offer will be as follows:

Term 3 years starting July 1, 2022

Year one rate to remain the same as current \$19.75

Year two 3% increase \$20.34

Year three 3% increase \$20.95

All other terms and conditions to remain the same.

We look forward to this opportunity to mutually agree to this extension.

Sincerely,

A handwritten signature in black ink that reads "Vince Crawford". The signature is written in a cursive style and is positioned above the printed name.

Vince Crawford
Public Sector Representative
440 226 6321

THIRD AMENDMENT TO CONTRACT "A" FOR RESIDENTIAL CURBSIDE REFUSE COLLECTION AND DISPOSAL SERVICES, AND CONTRACT "B" FOR RESIDENTIAL CURBSIDE RECYCLING COLLECTION

This Third Amendment to Contract 'A' for Residential Curbside Refuse Collection and Disposal Services and Contract 'B' for Residential Curbside Recycling Collection (hereafter the "Second Amendment") is entered this 27th day of June, 2022, by and between the Village of Madison, Ohio (the "Village"), and Waste Management of Ohio, Inc. ("WMOH") (the Village and WMOH each a "Party" and jointly referred to as the "Parties").

WITNESSETH

WHEREAS, the Village and WMOH executed Contract 'A' for Residential Curbside Refuse Collection and Disposal Services, and Contract 'B' for Curbside Recycling Collection, both of which were effective July 1, 2014, both of which were modified by written Amendments dated July 1, 2017 and October 15, 2018, and both of which have terms that expire on June 30, 2022 (Contract 'A', Contract 'B', and each of the two previous amendments to each are collectively referred to here as the "Service Agreements"); and

WHEREAS, the Parties now wish to extend the term of the Service Agreements for an additional three (3) years, and otherwise amend their terms and conditions, all as described in this Third Amendment.

NOW, THEREFORE, in exchange for the mutual promises contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and intending to be legally bound, the Parties agree as follows:

1. The term of both Service Agreements is hereby extended through June 30, 2025. The term of the Service Agreements may be extended further by mutual written agreement of the Parties.

2. At present, the combined rate for services under the two Service Agreements totals \$19.75 per residential home per month.

- Commencing on July 1, 2022, and for the first year of the extended term, the rate billed by WMOH per residential home per month shall remain \$19.75.
- Commencing on July 1, 2023, the combined rate shall be increased by three percent (3%) to \$20.34 per residential home per month.
- Commencing on July 1, 2024, the combined rate shall be increased by an additional three percent (3%) to \$20.95 per residential home per month.

3. All other terms of the Service Agreements, including all terms included in the previous amendments to the Service Agreements, are hereby ratified, confirmed and remain unchanged except as stated herein.

IN WITNESS WHEREOF, the Parties have executed this Amendment as of the date first written above.

VILLAGE OF MADISON

By:  _____

Title: *Mayor*

WASTE MANAGEMENT OF OHIO, INC.

By: *Doug Reams* _____

Title: Area Sales Manager