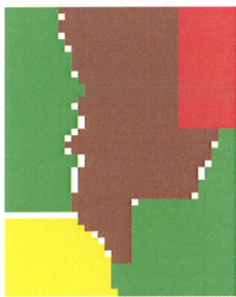




Village of Ashville E_{CO}-Ashville



Village of South Bloomfield



Harrison Township



Ashville
Harrison Township
South Bloomfield

Collection, Removal, & Disposal of Waste Material Agreement

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ATTACHMENT #1
COLLECTION, REMOVAL & DISPOSAL OF WASTE SPECIFICATIONS
VILLAGE OF SOUTH BLOOMFIELD, ASHVILLE AND HARRISON TOWNSHIP, OHIO

ATTACHMENT #2
CONTAINER PRICE SCHEDULE
VILLAGE OF ASHVILLE/SOUTH BLOOMFIELD, OHIO
CONTAINER PRICE SCHEDULE
HARRISON TOWNSHIP, OHIO

ATTACHMENT #3
DELINQUENT PERSONAL PROPERTY TAX AFFIDAVIT

Collection, Removal, and Disposal Waste Material Agreement Village of Ashville, Village of South Bloomfield, and Harrison Township

This Agreement made and entered into this ___ day of November, 2009, by and between the following North Gate Alliance CEDA (Cooperative Economic Development Agreement) members Village of Ashville and South Bloomfield, two (2) municipal corporations of the State of Ohio, Harrison Township of the State of Ohio hereinafter referred to as "Villages/Township", and Local Waste Services, Inc. an Ohio corporation hereinafter referred to as "Contractor". This agreement will consist of the South Bloomfield, Ashville, and Harrison Townships' Refuse Specifications, Local Waste Service's September 30, 2009 Bid (Attachment #1), and this document.

Now, therefore, in consideration of the mutual covenants, agreements and consideration contained herein, the Villages/Township and Contractor hereby agree as hereinafter set forth:

I. DEFINITIONS

For the purpose of this Collection Services Agreement, hereinafter referred to as "Agreement", the definitions contained in this Section shall apply unless otherwise specifically stated. If a word or phrase is not defined in this Section, the definition of such word or phrase Contained in Villages/Township Ordinances or Resolutions dealing with Solid Waste Disposal shall control. When not as inconsistent with the context, words used in the present tense include the future, words in the plural include the singular, and words in the singular include the plural. Use of the masculine gender shall include the feminine gender.

Agreement

The written document, attachments, and all amendments thereto, between the Villages/Township and the Contractor, governing the provision of Collection Services as provided herein.

Business (es)

All retail, professional, wholesale and industrial facilities and any other commercial enterprises offering goods or services to the public.

Collection & Collection Services

The process whereby Residential Waste, Solid Waste, Yard Trimmings, Sweep Waste, and Recyclable Materials are removed and transported to a Disposal Facility, Processing Facility or Materials Recycling Facility as appropriate.

Contractor

That person or entity that has obtained from the Villages/Township an Agreement to provide Collection Services as set forth herein.

County

Pickaway of County, Ohio

Curb

All curbs located along one side of a street as measured by the Villages/Township.

Force Majeure Event

Neither party shall be liable for any delay in, or failure of, its performance of any of its obligations under this Agreement if such delay or failure is caused by events beyond the reasonable control of the affected party, including but not limited to any acts of God, governmental embargoes, restrictions, quarantines, strikes, riots, wars or other military action, civil disorder, acts of terrorism, rebellions or revolutions, fires, floods, vandalism, sabotage or the acts of third parties.

Garbage

All putrescible waste which generally includes but is not limited to kitchen and table food waste, animal, vegetative, food or any organic waste that is attendant with, or results from the storage, preparation, cooking or handling of food materials attributed to normal activities of a Service Unit. Garbage must be generated by and at the Service Unit wherein the Garbage is collected. Garbage does not include those items defined herein as Exempt Waste.

Large Items

Those materials including furniture; carpets; mattresses; White Goods; Brown Goods; clothing; tires; Large Yard Trimmings; or some combination of such items in a container the dimensions of which container does not exceed four feet by four feet by two feet (4'x4'x2') and weighing no more than 75 pounds, which are customary to ordinary housekeeping operations of a Service Unit. Large Items must be generated by and at the Service Unit wherein the Large Items are collected. Large Items do not include items herein defined as Exempt Waste.

Occurrence

An incident that does not conform to the service needs for the Villages/Township or the services provided by Local Waste Services. This could include but is not limited to a missed refuse pick-up, damage to property, resident not leaving trash pick-up in an acceptable manner (i.e. OSHA Violation), a break in customer service by the contractor, or inappropriate treatment of contractor personnel.

Refuse

The term refuse as used herein shall include all wastes (except body wastes), including but not limited to, garbage as defined above, rubbish, tin cans, paper, cardboard, glass jars, bottles, Christmas trees, building materials not being used in conjunction with a legally authorized construction project and ashes which normally result from the operation of a household, but not including recyclable material stored in an approved recyclable container.

Refuse Container

The term refuse container shall mean a rigid closed, water tight container designed for such storage with a tight fitting cover, which is rodent and fly proof, of a suitable gauge and construction to ensure durability and with suitable handles on both the container and lid. The capacity of this container can be up to thirty-five (35) gallons if commercially purchased. If the container is acquired through the contractor as a "Waste-Wheeler" the capacity is ninety (90) gallons.

Residential

- a. Single Family Dwelling (SFD) Unit. The term, single family dwelling unit shall mean a separate dwelling place with a kitchen or area for the preparation of food which is a free-standing, duplex or four-plex residential housing unit which does not have shared refuse service which is provided by a landlord or housing association agreement.
- b. Multi-Family Dwelling (MFD) Unit. The term, multi-family dwelling unit shall mean a building or complex which provides more than four (4) residential dwelling units with a kitchen or area for the preparation of food as part of a large building or complex which, as part of the rental fee or association dues, provides refuse service for the entire group of households with large vat type containers.

Residential Streets

Residential Streets do not include larger arterial and major collectors throughout the service area.

Rubbish

Rubbish shall mean all refuse accumulation of paper, excelsior, rags, wooden boxes and containers, sweep-ups and all other accumulations of a nature other than Garbage and Yard Trimmings, which are usual to housekeeping or other normal activities of a Service Unit. Rubbish must be generated by and at the Service Unit wherein the Rubbish is collected. Rubbish does not include items herein defined as Exempt Waste.

Sludge

The accumulated solids, residues, and precipitates generated as a result of waste treatment or processing, including wastewater treatment, water supply treatment, or operation of an air pollution control facility, and mixed liquids and solids pumped from septic tanks, grease traps, privies, or similar disposal appurtenances or any other such waste having similar characteristics or effects.

Small Civic Service Unit

Those neighborhood parks, community gardens, fire stations, and other Villages/Township properties as set forth in Specification which is attached to and included in this Agreement.

Township

Harrison Township, Ohio

Villages

The Village of Ashville and South Bloomfield, Ohio

Villages/Township Representative

That person, or his designee, designated by the Villages/Township to administer and monitor the provisions of this Agreement.

Yard Waste

Yard trimmings shall mean lawn cuttings, leaves, weeds, garden wastes and soft-bodied plants.

Yard Waste Container

The term yard waste container as used herein shall mean a plastic waterproof bag of up to thirty-five (35) gallon size and one and one-half (1 ½) mil thickness.

II. FINANCIAL RESPONSIBILITY

- 2.1 Effective January 1, 2010 and concluding December 31, 2012 Local Waste Services will invoice the Villages/Township for residential waste removal services in the amount of \$11.25 to \$12.61 per unit per month based upon the Container Price Schedule (Attachment #2).
- 2.2 Effective January 1, 2010 and concluding December 31, 2012 Local Waste Services will invoice the Villages/Township for Commercial entities within the Villages/Township for waste removal services once per month according to the attached Container Price Schedule (Attachment #2).
- 2.3 All Villages/Township facilities will be serviced on a regular basis at no additional cost.

III. INSURANCE AND INDEMNIFICATION

- 3.1 Local Waste Services will continuously maintain Workers Compensation insurance for the full statutory amounts required by the State of Ohio.
- 3.2 Local Waste Services will continuously maintain General Liability insurance against all risks involved in Local Waste Services' operation during the existence of this agreement. This will be done in a manner meeting all local, state, and federal guidelines for liability limits. The Contractor will supply evidence of insurance upon request.
- 3.3 Villages/Township will maintain insurance meeting all local, state and federal guidelines for liability limits. Villages/Township will supply evidence of insurance upon request.
- 3.4 The Contractor, agrees to indemnify and hold harmless and defend Villages/Township from and against any and all claims, suits, damages, fines, penalties, liabilities and expenses (including reasonable attorney's fees and court costs) resulting from or a rising out of, any claimed willful or negligent act or omission by Contractor, pertaining to the services hereunder. The Contractor will not be liable for any settlement of any litigation or proceeding affected without its prior consent.
- 3.5 Villages/Township, agrees to indemnify and hold harmless and defend the Contractor from and against any and all claims, suits, damages, fines, penalties, liabilities and expenses (including reasonable attorney's fees and court costs) resulting from or a rising out of, any claimed willful or negligent act or omission by Villages/Township pertaining to the services hereunder. Villages/Township will not be liable for any settlement of any litigation or proceeding affected without its prior consent.

IV. APPLICABLE LAW

- 4.1 The laws of the State of Ohio will govern the construction, interpretation, execution and enforcement of this Agreement.
- 4.2 The Contractor will comply with all Federal and local laws and regulations in the collection, removal, and disposal of all such waste material.

V. ADDITIONAL FEES

5.1 In event that the Contractor incurs increased costs (such as, but not limited to, tipping fees, disposal fees, surcharge fees, additional fuel costs) as a result of imposition of new governmental regulations not in effect at the time of acceptance of said contract and which regulate the type of material collected, the location for disposition of such material, or the payment of fees for disposing of such materials, then the Villages/Township will, after negotiation with Local Waste Services and approval by the Village Councils/Township Trustees, accept the adjustment in the unit price if it is demonstrated that the adjustment only allows for increased costs actually incurred by the Contractor.

VI. TERMS, SEVERABILITY, & TERMINATION

6.1 In the event that either party is unable to perform any of its obligations under this Agreement or to enjoy any of its benefits because of (or if failure to perform the services is caused by) Force Majeure Event not caused by the Contractor's actions or decrees of governmental bodies or any other cause beyond the control of the parties, the party who has been so affected will immediately give notice to the other party. Upon receipt of notice, all obligations under this agreement will be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, either party may terminate this agreement.

6.2 The term of this contract will be for three (3) years beginning January 1, 2010 and continuing through December 31, 2012. This contract may be renewed and extended for two (2) option years upon mutual agreement of both parties and at rates as set forth in Local Waste Services' September 30, 2009 bid proposal.

6.3 Amendment. This Agreement shall not be amended, altered, or modified, except by an instrument in writing duly executed by the parties hereto.

VII. REPRESENTATIONS

7.1 Villages/Township and the Contractor are duly organized validly existing and/or licensed in good standing under all applicable state and federal laws and regulations.

VIII. CONFIDENTIALITY

8.1 Confidentiality of Information. In the performance of their mutual obligations under this Agreement, both parties will be required to disclose certain information pertaining to this agreement. Both parties agree that it will treat the Confidential Information with the same degree of care afforded to its own similar Confidential Information and will not, except as specifically authorized in writing or as otherwise required by law, reproduce Confidential Information or disclose or provide any Confidential Information to any person.

IX. USE OF NAME OR MARKS

9.1 Neither the Villages/Township nor the Contractor will have the right to use the name, symbols, trademarks or service marks of the other party in press releases, media, advertising or any form of publicity or marketing without receiving the prior written approval of such other party.

X. QUALITY IMPROVEMENT MEASURES

10.1 Local Waste Services and the Villages/Township will monitor customer service. Any break in customer services will be communicated to the Villages/Township and to the Contractor.

a. A break in customer services that is not resolved in twenty-four hours will be counted as an occurrence.

b. Two to five Occurrences will result in \$100.00 being withheld from the monthly invoice. Every Occurrence beyond five will result in \$100.00 per Occurrence.

10.2 The Work Order Entry / Update forms for the Villages/Township will be provided at least monthly to the village to review performance trends. Any tracking of missed trash pick-ups or complaints by Local Waste Services or the Villages/Township will be provided to the other party to this agreement

10.3 Since Villages/Township are providing Local Waste Services an exclusive franchise for refuse pick-up any commercial dispute can go to the Villages/Township for mediation if requested by an Resident or Business.

XI. RELATIONSHIP BETWEEN CONTRACTOR AND VILLAGES/TOWNSHIP

11.1 It is understood that both parties to this Agreement are independent contractors and engage in the operation of their respective businesses. Neither party is, or is to be considered as, the agent of the other party for any purposes whatsoever, neither party is authorized to enter into an Agreement, assume any obligation for the other party, or make any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to establish a relationship of co-partners or a joint venture between the two parties.

XII. NO REQUIREMENT TO REFER OR PROMOTE

12.1 Nothing under this Agreement shall require either party to refer any individual for services from the other party.

XIII. GENERAL PROVISIONS

13.1 Notices. Except as otherwise specified herein, all notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any party to any other party pursuant to this Agreement shall be in writing and shall be delivered personally, mailed by first-class, registered or certified mail, return receipt request, or postage prepaid, addressed as follow:

(i) If to Ashville:
**The Village of Ashville
200 East Station Street, P.O. Box195
Ashville, Ohio 43103
Attention: Village Administrator**

If to South Bloomfield:
**The Village of South Bloomfield
5023 South Union Street
South Bloomfield, Ohio 43103
Attention: Clerk/Treasurer**

If to Harrison Township:
**Harrison Township
2746 Weigand Road
Ashville, Ohio 43103
Attention: Fiscal Officer**

(ii) If to the Contractor:
**Local Waste Services, Inc.
1300 South Airport Road
Columbus, Ohio 43207
Attention: C.C. Ungurean**

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request or communication which shall be mailed, delivered in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is (a) delivered personally to the addressee, (b) received in the mail by the addressee (with the return receipt, the delivery receipt or the affidavit of messenger being conclusive evidence of its receipt), (c) at such time as delivery is refused by the addressee upon presentation.

13.2 This Agreement, including all appendices and addendums hereto, constitutes the entire agreement between the parties hereto with respect to the subject matter hereof, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.

13.3 Article and Section headings contained in this Agreement are inserted for convenience of reference only, shall not be deemed to be a part of this Agreement for any purpose, and shall not in any way define or affect the meaning, construction or scope of any of the provisions hereof.

13.4 Except as otherwise specified, references to Articles and Sections contained in this Agreement shall be to the correspondingly numbered Articles and Sections as set forth in this Agreement.

In Witness Whereof, the Villages/Township, by its authorized representative, hereunto subscribes its name, and Local Waste Services, LTD by its duly authorized representative, hereunto subscribes its name this __ day of November, 2009, effective as of January 1, 2010.

Village of Ashville

Witness: Patricia J. Caviness

By: Franklin Christman
Signature of Authorized Agent
Franklin Christman
Village Administrator

Date 1/7/10

Village of South Bloomfield

Witness: Kathleen Reese

By: Richard A. Wilson
Signature of Authorized Agent
Mayor Wilson

Date 1/7/10

Harrison Township

Witness: Linda A. Brown

By: Paul Welsh
Signature of Authorized Agent
Paul Welsh
Trustee

Date 1-13-2010

Local Waste Services, LTD

Witness: Bill Olesbee

By: Bill Olesbee
Signature of Authorized Agent
Bill Olesbee

Date 1/7/10