

RESOLUTION NO. 752-24

*Memorandum of Understanding with Browning Ferris Industries of Ohio, Inc
DBA/ Republic Services for the Collection and Disposal of Solid Waste, Recyclable Material
Collection Processing, and Bulk Materials Pick Up
February 1, 2025 – December 1, 2031*

Lorain County, Ohio

Be It Resolved, by the Council of the Village of South Amherst

WHEREAS, this date, December 16, 2024 council moved to adopt the following Resolution and declaring an emergency.:

WHEREAS, the Village of South Amherst authorizes the Mayor all actions necessary to enter into an Memorandum of Understanding with Browning Ferris Industries of Ohio, Inc DBA/ Republic Services for the collection and disposal of solid waste, recyclable material collection processing, and bulk materials pick up; and

NOW THEREFORE, it is hereby RESOLVED by the Council that:

the Village of South Amherst wishes to enter into a Memorandum of Understanding with Browning Ferris Industries of Ohio, Inc. DBA/ Republic Services as described in the attached Exhibit A; and

BE IT FURTHER RESOLVED: that it is hereby found and determined that all formal actions of the Village of South Amherst concerning and relating to the adoption of this Resolution were adopted in an open meeting of the Village of South Amherst Council, and that all deliberations of the Village of South Amherst Council and any of its committees that resulted in such formal action, were in a meeting open to the public, in compliance with all legal requirements, including Section 121.22 of the Ohio Revised Code.

That this resolution is declared an emergency measure necessary for the immediate effectiveness of this Resolution. Wherefore, this Resolution shall be in full force and effect from and immediately after its passage and approval.

Adopted the ____th day of December 2024.

Scott Jones, Mayor

ATTEST: _____
Fiscal Officer

I, Michelle Henke, the Fiscal Officer of the Village of South Amherst, certifies that the forgoing Ordinance No. **752-24** is taken and copied from the record of proceedings of the Village Council of the Village of South Amherst, Lorain County, Ohio and that it has been compared by me with the ordinance on the record and is a true and accurate copy. Further, I certify that the adoption of such ordinance occurred in and open meeting held in compliance with O.R.C. 121.22

Fiscal Officer

APPROVED AS TO FORM:

Matthew A. Mishak, Law Director
SA/752-24 MOU Republic Services

Resolution 752-24 Exhibit A



MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN *BROWNING FERRIS INDUSTRIES OF OHIO, INC.* and *the VILLAGE OF SOUTH AMHERST, OHIO* FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLE MATERIAL COLLECTION/PROCESSING, AND BULK MATERIALS PICK UP.

Beginning **February 1, 2025, and continuing thru December 31, 2031**, curbside solid waste collection and disposal, recyclable material collection/processing, & bulk pick up services will continue to be provided to Contracted Residents in the Village of South Amherst, Ohio who contract with Browning Ferris Industries of Ohio, Inc (BFIO) weekly on Friday of each week (subject to change). BFIO provides ninety-six (96) or sixty-four (64) gallon automated refuse carts for residents. All automated carts are and will remain the property of BFIO.

BFIO will only remove refuse and recyclables contained within the automated refuse and recycling carts (with lids closed). BFIO will collect bulk items from individual contracted households **one day per week** on the same day of the week as Contracted Residents' usual curbside service. Current collection day is Friday (subject to change). Bulk items include, but are not limited to, washers, dryers, household furniture, carpeting, window air conditioning units, freezers, refrigerators, dehumidifiers etc. (Freon/gasses must be removed from appliances prior to placing them at the curb.) All mattresses and fabric containing furniture must be wrapped in plastic and sealed for removal to occur. If a refuse cart is not adequate to contain the volume of residential waste generated by the household, the resident may make arrangements with the hauler for removal of additional refuse by calling BFIO at (440)458-5191/800-327-5000. "On bulky waste collection days, Contracted Resident Units may set out up to 2 additional bags of bagged waste or Solid Waste in trash cans (not to exceed 33 gallons in size) in excess of their Wheeled Cart.

Recyclable materials for collection by BFIO include plastics numbers 1-7, aseptic containers (sterile, sealed containers, such as milk cartons and juice boxes), aluminum cans, bi-metal cans, glass bottles and jars, telephone books, newspapers, magazines, catalogs, junk mail, cardboard and paperboard and all office/school papers. Recyclables do not have to be separated according to material type. All food and beverage containers must be rinsed prior to placing them in an automated cart.

Residential curbside service may be one day later than the regular day of service after these holidays: New Years Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.

BFIO will provide limited municipal containers for governmental buildings at no charge. See muni manager for approvals. BFIO will provide free containers for community dumpster days. Two events per year with up to two dumpsters at no charge

BFIO will provide written notice to the Mayor and Village Council of any proposed governmental fee increases to be incurred for the disposal and processing of Solid Waste or Recycling Materials and postage rates at least sixty (60) days prior to any implementation of the rate increases for residential curbside refuse service.

The initial term of this MOU shall terminate on December 31, 2031, unless renewed by both parties.

Section 2. PRICING

- A. Rates will be billed quarterly to all Contracted Residents.
- B. Monthly terms /prices for collection and disposal services are listed below;



Resolution 752-24 Exhibit A

2/1/2025	1/31/2026	\$ 23.02
2/1/2026	1/31/2027	\$ 24.17
2/1/2027	1/31/2028	\$ 25.38
2/1/2028	1/31/2029	\$ 26.65
2/1/2029	1/31/2030	\$ 27.98
2/1/2030	1/31/2031	\$ 29.38
2/1/2031	1/31/2032	\$ 30.85

Additional SW cart= \$6.00 month/\$50.00 delivery fee
Additional REC cart= \$6.00 month/\$50.00 delivery fee
Quarterly administrative/mailling fee = \$4.75 quarter

**An additional fee of \$4.75 per residence for quarterly invoicing will be added to each individuals quarterly invoice to cover the individual billing/collection/mailling charges. Postage rates are based upon the USPS rates effective January 2, 2025. Future quarterly billing rates subject to change based upon USPS rates in effect.*

*** The above prices are all subject to price adjustments as provided in the terms of this MOU, and are all exclusive of taxes, which will be invoiced as separate line items as allowable.*

Section 3. MISCELLANEOUS TERMS

1. By execution of this MOU, the Village of South Amherst approves of BFIO's offering the described services to its residents. No endorsement or exclusivity is given awarded, or intended by the Village of South Amherst. South Amherst's act or omission of allowing alternate solid waste companies to offer the same or similar services to its residents does not constitute a violation of any term of this MOU by South Amherst. No payments between South Amherst and BFIO are envisioned or required by this MOU.
2. BFIO hereby indemnifies the Village of South Amherst for all loss or damage to South Amherst, to Contracted Residents or to third parties which arise as a result of BFIO's negligence or willful misconduct in the collection and disposal of solid waste, recyclable material collection/processing, yard waste collection and bulk materials pick-up activities.
3. This MOU shall terminate on January 31, 2031, unless terminated earlier.
4. Either party may terminate this MOU upon providing the other party with six months' written notice of its intent to terminate.
5. Each individual signing this MOU expressly represents and warrants that they have the right, legal capacity, and full authority to execute this MOU on behalf of BFIO or the Village of South Amherst.
6. The provisions of this MOU are binding upon and inure to the benefit of the parties and their respective successors and assigns.
7. Any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with applicable laws or governmental orders, fires, inclement weather, and acts of God, shall not constitute a breach of this MOU.
8. This MOU constitutes the entire understanding between the parties in respect to the subject matter hereof.
9. This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute on and the same instrument. Facsimile and/or electronic signatures shall be valid and treated the same as original signatures.

Resolution 752-24 Exhibit A

Section 4. DEFINITIONS.

Unacceptable Waste. Unacceptable Waste means: (1) Hazardous Waste; (2) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by Applicable Law; or (3) any otherwise regulated waste.

Hazardous Waste. Hazardous waste includes, but is not limited to, any amount of waste listed or characterized as hazardous by the United States Environmental Protection Agency or any state agency pursuant to RCRA, and including future amendments thereto, and any other Applicable Law.

Recyclable Material. Recyclable Material consists of any material or substance at Village Locations that can be put to beneficial re-use or sold in recognized markets for purposes other than disposal, including, without limitation, uncontaminated non-hazardous corrugated cardboard, white paper, newsprint, and other paper; plastics and plastic film; ferrous and non-ferrous metals; and glass.

Solid Waste. Solid Waste is any nonhazardous solid waste generated at Village Locations that is not excluded by the provisions of this MOU. Solid Waste shall not include any Unacceptable Waste.

Waste Material. Waste Material is all Solid Waste and Recyclable Material that are not excluded by this MOU. Waste Material does not include any Unacceptable Waste.

Section 5. RIGHT OF REFUSAL.

If anything listed as an Unacceptable Waste is discovered before it is collected by BFIO, BFIO may refuse to collect the entire pick-up that contains those items. In such situations, BFIO shall contact the Contracted Resident and the Contracted Resident shall promptly undertake appropriate action to ensure that such items are removed and properly disposed of by the depositor or generator of the items. In the event such items are present but not discovered until after it has been collected by BFIO, BFIO may, in its sole discretion, remove, transport, and dispose of such items at a facility authorized to accept those items, in accordance with Applicable Law and charge the depositor or generator for all direct and indirect costs incurred due to the removal, remediation, handling, transportation, delivery, and disposal of those items. Contracted Resident shall provide all reasonable assistance to BFIO to investigate to determine the identity of the depositor or generator of those items and to collect the costs incurred by BFIO in connection with such items. Subject to the Contracted Resident's providing all such reasonable assistance to BFIO, BFIO shall release Contracted Resident from any liability for any such costs incurred by BFIO in connection with excluded items, except to the extent that the items are determined to be attributed to the Contracted Resident.

Section 6. SPECIFICATION OF ALL RECYCLABLE MATERIAL.

Recyclable Material shall comply with any and all specifications provided by BFIO in order to meet quality thresholds for commodity markets and be free of contamination. To the extent any type of Recyclable Material is received within the Contracted Resident limits is rejected by the recycling facility or is not of the intended quality or grade, BFIO will notify the Contracted Resident and Contracted Resident shall pay any damages, costs, and penalties incurred by BFIO due to such rejection or lesser quality or grade, to include transportation and disposal costs for the residual material. If market conditions develop that limit or inhibit BFIO from selling some or all of the Recyclable Materials, BFIO may (i) suspend or discontinue any or all Recycling services, or (ii) dispose of the Recyclable Material in a landfill and update the Contracted Resident's rates accordingly.

Section 7. CHANGE IN MARKET CONDITION.

If market conditions develop that limit or inhibit BFIO from selling some or all of the Recyclable Material, BFIO may at its option and upon notice to the Village and the Contracted Residents (i) redefine Recyclable Material, (ii) suspend or discontinue any or all Services, or (iii) dispose of the Waste Material in a landfill and update the pricing to the Village and Contracted Resident accordingly. Any such actions, if taken, may be reversed, or further changed as market conditions dictate.



Resolution 752-24 Exhibit A

Section 8. DAMAGE TO PAVEMENT.

BFIO shall not be responsible for any damages to Village's pavement, curbing or other driving surfaces resulting from BFIO's providing service at Village locations, except to the extent caused by BFIO's negligence.

Section 9. FORCE MAJEURE.

Any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather, and acts of God, shall not constitute a breach of this MOU and shall not be subject to penalties.

Section 10. TITLE TO WASTE MATERIAL.

Title to Waste Material will pass to BFIO when it is placed in their collection vehicles. Title to and liability for Unacceptable Waste shall at no time pass to BFIO and shall remain with the generator.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority have executed this MOU as of the date written above.

IN WITNESS WHEREOF, the duly authorized representatives of BFIO and Village have executed this Memorandum of Understanding on the 16th day of December, 2024.

Village:

Village of South Amherst, Ohio

BFIO:

Browning-Ferris Industries of Ohio, Inc.
Dba REPUBLIC SERVICES OF ELYRIA

By: _____

Printed Name Scott Jones

Title: Mayor

Date _____

Chase Ritenauer

General Manager

Date _____

