

**Contract between the City of Willowick, Ohio and
Major Waste Disposal Services, Inc.**

WHEREAS, the Council of the City of Willowick has determined that it is in the best interests of the City of Willowick (“City”) and its residents, to enter into a Contract between the Major Waste Disposal Services, Inc. (“Contractor”); and

WHEREAS, the Contractor has agreed with the City for the consideration hereinafter set forth to furnish and provide to the City a comprehensive and exclusive collection and disposal system for municipal rubbish and garbage in accordance with the terms and conditions set forth herein;

NOW THEREFORE IT IS HEREBY AGREED between the City and the Contractor as follows:

1. General Terms. Effective February 1, 2025, the Contractor agrees to furnish at its own cost and expense all services, labor, equipment, and appliances necessary to the weekly collection and disposal of all rubbish and garbage, and recyclable materials and yard waste and other vegetation as provided herein, within the City (attached Appendix A) except for business places, apartments, and trailer parks, which such pick-up and collection to be on Monday, Tuesday, Wednesday, Thursday, and Friday of each week pursuant to the schedule already in existence (attached Appendix B), and as such schedule may be modified from time-to-time as agreed upon the Contractor and the Mayor of the City; if any such day is a legal holiday, then the fifth day for such pick-up and collection shall be Saturday of the same week. All as in accordance with this Contract and the Specifications and Bid (attached as Exhibit C) submitted by the Contractor, which Specifications and Bid, together with the terms of the City’s Legal Notice for Bids, are hereby incorporated by this reference as though fully rewritten herein.

2. Terms.

A. Garbage, Rubbish, Trash, Refuse, and Bulk Waste.

1) Collection and Disposal. Except as provided in the Bid, the Contractor shall haul all rubbish and garbage to a dumping site which is satisfactory to and approved by the governing Solid Waste Disposal Board and shall there dispose of said garbage and waste. The location of the proposed dumping site or sites shall be stated in each proposal. If a reduced cost becomes available by the use of an alternate dumping site, then the proposal shall state the reduced cost to the City which can be achieved by the use of such alternate

dumping site. The Contractor may, subject to the provisions of Section 11, otherwise dispose of said rubbish and garbage. Except as provided in the Bid., the Contractor shall assume all expenses encumbered in picking up, collection, hauling, transportation and dumping, or other disposal.

2) Collection Services.

a. Collection of garbage, rubbish, and yard waste, including bulk waste, shall be provided weekly from all eligible residences. The collections shall begin the week of February 1, 2025. Bulk waste shall include, but not be limited to: refrigerators, stoves, hot water tanks, washers, dryers, furniture, or any other large items classified as such by the City's Public Service Director. All Bulky Waste shall be environmentally safe, including removal of Freon (at resident's cost) or other infectious waste. All bedding and upholstered furniture must be tightly wrapped in plastic and placed in a sealed plastic bag. Residents' weekly trash volume is limited to the contents of the Major Waste cart, plus up to five (5) additional 30 gallon bags or personal cans weighing less than 50 pounds each, and two (2) bulk items.

b. The contents of containers and all material at the curb shall be collected once each week.

c. Recycling service shall be provided every week on the same day as solid waste pick up. Recyclables must be free of garbage, medical waste, yard waste, and other contaminants which could cause harm to personnel and equipment. The recyclables will be collected curbside by a separate recycling truck and transported to the Major Waste Facility for processing, recovery and resale consistent with industry standards and market conditions.

d. A forty (40) cubic yard storage and haul away unit shall be provided by the Contractor at the City Department of Public Service Facility for storage of large rubbish items. This unit will be serviced by the Contractor and the contents disposed of by the Contractor on the first Monday of each week from April 1st through October 31st of each year of the Contract. For the remaining five (5) months from November 1st through March 31st of each year of the Contract, pick up will be on a monthly basis to be picked up on the last Monday of each month.

e. Contractor will also provide three (3) six (6) cubic yard containers to remain at the following locations and to be emptied on a weekly basis, preferably on Monday of each week: two (2) at the foregoing containers at the Willowick Municipal Center, one (1) of garbage container and one (1) recycle containers at the City Service Department at 31230 Vine Street

Willowick, Ohio; and one (1) two-yard garbage container located at the Willowick Senior Center at 321 E. 314th St., Willowick, Ohio.

f. Contractor shall provide for pick-up and disposal of fleet vehicle tires (exclusive of rims) from the City's fleet at the City Service Department facility. These tires shall be limited exclusively to tires from the City's fleet (no resident tires are included), which include passenger car, light truck, truck and heavy equipment (backhoe/loader) and trailer tires. The pick-up will be scheduled when an aggregation of fifty (50) tires has been accumulated at the Service Department facility on an average of two (2) times per year.

g. Pickup of yard waste will be on the same day as regular refuse pickup. All yard waste will be picked up in a separate truck. Residential solid waste and yard waste shall not be comingled in the same truck. Yard waste (leaves and miscellaneous vegetation) shall be picked up weekly between the first Monday in March through to the last Friday in December. Yard Waste is to be placed in cans marked yard waste, only paper biodegradable bags, or bundled in 4 ft lengths weighing less than 50 pounds. The yard waste will be collected curbside by a separate yard waste recycling truck and transported to the Major Waste Compost Site for processing, recovery and resale consistent with industry standards and market conditions. Yard Waste is to be placed at the curb in bundles or bags with a length no greater than 48 inches and no heavier than 50 pounds. Independent of the forgoing, the Contractor shall not be responsible for the fall leaf curbside program presently performed by the City.

h. The City does not guarantee the Contractor's collections required hereunder and will not subsidize the Contractor in any manner as to its obligations and responsibilities under this Agreement.

3) Collection Schedule. The Contractor shall file a proposed schedule of collection prior to February 1, 2025; which schedule shall indicate the day of the week when collection will be made from each residence and municipal building. The schedule shall be filed with and approved by the Director. Prior to February 1, 2025, the Contractor shall advise the Director of which holidays will be observed by collection crews.

4) Containers.

a. The Contractor shall provide each home or residence with one 96 gallon wheeled cart to be used to contain and collect solid waste and one 64 gallon wheeled cart to be used to contain and collect recyclables. The carts must be either new or in good repair and clean. Tossing or throwing of cart or containers shall not be permitted.

Commented [CS1]: The agreed upon change said 3 ft, but it should be 4 ft to be consistent with the below language of 48 inches.

- b. The Contractor is responsible for distributing the carts to each home or residence one (1) week prior to the start of the Contract period, and for the final pick up of containers at the end of the Contract period. The Contractor must repair or replace any broken carts caused by reasonable wear and tear or Contractor's negligence.
- c. The Contractor will make available for purchase at Willowick City Hall, or other sites selected by the Contractor, bags which are to be used in accordance with the terms of this Contract.

5) Location of Containers, Carts and Bags for Collection.

- a. Each container, cart and bag, and shall be placed curbside for collection. Curbside refers to that portion of the right-of-way adjacent to paved or traveled City roadways (including alleys). Containers, carts and bags, and shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, all containers, carts and bags shall be placed as close as practicable to an access point for the collection vehicle. Once containers are emptied by collection crews, the containers must be returned to the curbside location.
- b. Container, cart and bag exchanges must be made with the consideration of local traffic and safety. The exchange shall be made in a manner not to affect the safety, health, or welfare of the residents.

6) Quantities. The City estimates that the number of residential units to be serviced under this Contract is approximately 5,400, based upon available records from the Lake County Auditor's Office for single-family residential units as of the date of this Contract, the number of which may increase throughout the term of this Contract.

B. Hours of Collection. Collection hours shall be between 7:00 a.m. and 7:00 p.m. on the scheduled pick up days. The City reserves the right to change such hours from time to time due to traffic congestion.

3. Direct Billing of Property Owners by Contractor. The Contractor is responsible to bill and collect from each property owner, on a quarterly basis, the following amounts and as to the specifically-identified service applicable thereto, beginning on February 1, 2025:

A. Full Service

Weekly unlimited collection of solid waste, recycling, and yard waste collection beginning the first Monday in March through the last Friday in December.

B. Bag Only Service

Bag only pickup service, with no recycling or yard waste service.

This collection shall be made only as to approved Contractor bags sold directly by the Contractor to the resident with a minimum purchase required in lots of 10.

C. Bag Service Plus

Includes recycling with one (1) 64 gallon recycling cart and yard waste service in conjunction with Bag Only Service,

D. All carts are property of the Contractor and all maintenance is the responsibility of the Contractor. No collection service is required for carts not owned by the Contractor.

E. Contract Year Pricing (Monthly)

Contract Year	Full Service	Bag Only Service	Bag Service Plus
Year 1 2-1-2025 to 1-31-2026	\$19.60/unit	\$26.50/roll	\$10.00/unit
Year 2 2-1-2026 to 1-31-2027	\$20.18/unit	\$27.29/roll	\$10.30/unit
Year 3 2-1-2027 to 1-31-2028	\$20.78/unit	\$28.10/roll	\$10.30/unit
Year 4 2-1-2028 to 1-31-2029	\$21.40/unit	\$28.95/roll	\$10.60/unit
Year 5 2-1-2029 to 1-31-2030	\$22.04/unit	\$29.82/roll	\$10.90/unit
Option 1 2-1-2030 to 1-31-2031	\$22.04/unit	\$30.71/roll	\$11.22/unit
Option 2 2-1-2031 to 1-31-2032	\$22.71/unit	\$31.63/roll	\$11.56/unit
Option 3 2-1-2032 to 1-31-2033	\$23.39/unit	\$32.58/roll	\$11.90/unit
Option 4 2-1-2033 to 1-31-2034	\$24.09/unit	\$33.55/roll	\$12.25/unit
Option 5 2-1-2034 to 1-31-2035	\$24.09/unit	\$33.55/roll	\$12.25/unit

F. The Contractor will issue an invoice to all property owners for such service in accordance with the rates and the other terms and conditions which are set forth in the franchise agreement. All property owners shall remit payment directly to the service provider on or before the fifteenth (15th) day of each month for pickup and collections made during the preceding month.

G. The City is not responsible for any amounts billed to the residents.

H. The Contractor has the right to discontinue all services to any customer whose bill is delinquent for one hundred eighty (180) days or longer. Contractor will give the City and property owner notice of discontinuation in writing.

I. No waste or recycling collected from the above locations shall be hazardous, radioactive, or infectious waste. Contractor does not accept title or liability for hazardous, radioactive or infectious waste picked up by Contractor in violation of the immediately preceding sentence.

4. **Direct Billing of City by Contractor.** The Contractor is responsible to bill and collect from the City the following amounts and as to the specifically identified service applicable thereto, beginning on February 1, 2025:

- A. Forty (40) Cubic Yard Haul Away Unit**
Weekly unlimited collection of solid waste, recycling, and yard waste.
- B. Six (6) Cubic Yard Containers**
One time per week service.
- C. Two (2) Cubic Yard Containers**
One time per week service.

D. Contract Year Pricing (Per Haul-Away and Monthly)

<u>Contract Year</u>	<u>40-Cubic Yard Haul-Away</u>	<u>6-Cubic Yard Container</u>	<u>2-Cubic Yard Container</u>
Year 1 2-1-2025 to 1-31-2026	\$370.00/haul	\$100.00/month	\$50.00/month
Year 2 2-1-2026 to 1-31-2027	\$380.00/haul	\$100.00/month	\$50.00/month
Year 3 2-1-2027 to 1-31-2028	\$390.00/haul	\$100.00/month	\$50.00/month
Year 4 2-1-2028 to 1-31-2029	\$400.00/haul	\$100.00/month	\$50.00/month
Year 5 2-1-2029 to 1-31-2030	\$410.00/haul	\$100.00/month	\$50.00/month
Option 1 2-1-2030 to 1-31-2031	\$410.00/haul	\$100.00/month	\$50.00/month
Option 2 2-1-2031 to 1-31-2032	\$425.00/haul	\$100.00/month	\$50.00/month
Option 3 2-1-2032 to 1-31-2033	\$435.00/haul	\$100.00/month	\$50.00/month
Option 4 2-1-2033 to 1-31-2034	\$450.00/haul	\$100.00/month	\$50.00/month
Option 5 2-1-2034 to 1-31-2025	\$450.00/haul	\$100.00/month	\$50.00/month

D. Contract Year Pricing (Fleet Tire Disposal Per Haul-Away)

<u>Contract Year</u>	<u>Forty Cubic Yard Haul-Away</u>
Year 1 (2/1/2025 to 1/31/2026)	\$275.00/haul
Year 2 (2/1/2026 to 1/31/2027)	\$300.00/haul
Year 3 (2/1/2027 to 1/31/2028)	\$325.00/haul
Year 4 (2/1/2028 to 1/31/2029)	\$350.00/haul
Year 5	\$375.00/haul

(2/1/2029 to 1/31/2030)	
Option 1 (2/1/2030 to 1/31/2031)	\$425.00/haul
Option 2 (2/1/2031 to 1/31/2032)	\$475.00/haul
Option 3 (2/1/2032 to 1/31/2033)	\$475.00/haul
Option 4 (2/1/2033 to 1/31/2034)	\$500.00/haul
Option 5 (2/1/20234 to 1/31/2035)	\$500.00/haul

E. The Contractor will issue an invoice to the City for such service in accordance with the rates and the other terms and conditions which are set forth in the Contract. The City shall remit payment directly to the service provider within thirty (30) days of receipt of the invoice.

5. **Required Attachments.** The following attachments must be included by the Contractor at the time of the execution of this Contract; each being subject to the approval of the Director of Law:

- A. Performance Bond, in an amount equal to ten percent (10%) of the annual bid submitted, and to be renewed annually for the term of the Contract or any extension thereof and no later than thirty (30) days prior to the expiration of the existing bond;
- B. Public Liability Insurance in the amount of \$2,000,000 per occurrence for:
 - (1) Injury and/or Death; and
 - (2) Property Damage;
- C. Automobile Insurance in the amount of \$2,000,000 per occurrence;
- D. Owners and Contractor’s Protective Policy;
- E. Workers’ Compensation Certificate;
- F. Delinquent Personal Property Statement;
- G. Bidder’s Affidavit;
- H. Political Contribution Limitations Affidavit;
- I. Declaration Regarding Material Assistance to a Terrorist Organization or Organization that Supports Terrorism.

NOTE: All insurance policies must provide the City with a thirty (30) day cancellation notice and name the City as an additional insured.

6. **Duration of Contract.** The work contemplated under this Contract shall be for an initial five (5) year period commencing February 1, 2025, and ending January 31, 2030. The City may exercise options to extend the Contract from January 31, 2030 each year thereafter for five (5) successive one (1) year Contract periods on the terms and conditions set forth within

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this Contract. The City shall provide notice of its intent to exercise each one (1) year option period no later than May 30 of the preceding year. After the initial term of the Contract, the Contractor shall have the right to object, in writing, to the City's intent to exercise an option period within 30 days of the City's notification, upon which this Contract shall terminate at the conclusion of its then current term. The City reserves the right to terminate this Contract without cause. Written notice of the termination shall be given to the Contractor thirty (30) days prior to date of termination.

7. Exclusive. The rights granted in this Contract are exclusive to the Contractor and the City will not grant any other person or entity the right to collect solid waste, yard waste and recycling unless and until the City's written consent is obtained for such assignment and at the City's sole and exclusive discretion.

8. Performance. It is expressly understood that the timely and diligent execution of the terms of this Contract is essential to the preservation of the public health, safety and welfare of the residents of the City. Upon default of any of the terms and conditions of this Contract and regardless of whether the cause of such default is within the control of the Contractor or not, the City reserves the right to immediately employ the necessary labor and equipment to correct the default to fulfill the terms of this Contract. The City will notify the Contractor in writing of the acts that constitute failure to perform the terms of the Contract. If the Contractor substantially fails to correct the default within thirty (30) days of receiving the written notice, the City shall have the right to terminate the Contract and without liability to the City. The specifically identified remedies set forth in Section 8 shall be in addition to any other remedies the City may have at law or in equity.

9. Notices. All notices or communications concerning this Contract shall be in writing and delivered to the following:

To the City:
Mayor Michael J. Vanni
City of Willowick
30435 Lakeshore Blvd.
Willowick, Ohio 44095

To the Contractor:
Major Waste Disposal Services, Inc.
c/o Justin Cutler
6430 Vrooman Rd.
Painesville, Ohio 44077

With a copy to:

Law Director Stephanie E. Landgraf
37265 Euclid Ave.

With a copy to:

Thrasher, Dinsmore & Dolan
c/o Brandon Dynes, Esq.

Willoughby, Ohio 44094

100 7th Ave.
Chardon, Ohio 44024

10. Nondiscrimination. The Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, creed, religion, sex, national origin, ancestry, handicap, age, or marital status. Such action shall include, but is not limited to, the following: employment upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeships.

The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor; state that all qualified applicants will receive consideration for employment without regard to race, color, creed, religion, sex, national origin, ancestry, handicap, age, or marital status.

The Contractor agrees that it shall fully cooperate with the City, the Court, any of their officials, and any other official or agency of the federal or state government which seeks to eliminate unlawful employment discrimination, and with all other federal, state, city and court efforts to assure equal employment practices under this Contract. The Contractor further agrees that it shall comply promptly with all requests and directions from the City and the Court or any of their officials in this regard, both before and during performance of the work.

In the event of noncompliance with the nondiscrimination clauses of this Contract by the Consultant, this Contract may be canceled, terminated, or suspended in whole or in part.

11. Conformity with Law. It is the Contractor's responsibility to keep itself informed and to comply with all federal, state, county, and local laws, ordinances, and regulations, and all amendments and additions thereto, as such may apply. Contractor agree to acquire at its sole cost and expense any and all licenses, permits and certificates required for its performance under the terms of the Contract.

12. Parties Bound. This Contract shall be binding upon and inure to the benefit of the parties hereto and their respective administrators, legal representatives, and successors and assigns where permitted by this Contract.

13. Legal Construction. In the event that any one or more of the provisions contained in this Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision

thereof, and this Contract shall be construed as if the invalid, illegal, or unenforceable provision had never been contained herein.

14. Indemnification. The Contractor hereby agree to indemnify and hold the City harmless against any and all loss, cost, damage, liability or expense (except for the compensation provided for by the Contract from the City) occasioned by or attributable to the Contractor's performance of and under this Contract, and in addition shall be required to reimburse the City for any expense incurred by the City in performing, or providing for the performance of any or all of the terms of the Contract (or by another at the request of the City) by reason of delay in performance or refusal or failure to perform by the Contractor.

15. Tax Considerations. The City is exempt from Federal excise and transportation taxes and the State of Ohio sales tax. Tax Exemption Certificates will be furnished by the City upon request. If during the contract term there is any increase or decrease in any taxes or government fees relating to waste disposal or recycling, such increase or decrease shall be passed on to the resident on a dollar for dollar basis.

IN WITNESS WHEREOF, we have hereunto set our hands on the date set forth.

MAJOR WASTE DISPOSAL SERVICES, INC.

CITY OF WILLOWICK

by: _____
_____ President

by: _____
MICHAEL J. VANNI
Mayor

Date: _____

Date: _____