

DATE: OCTOBER 15, 2012

CLERK: MARY BETH BAILEY

MASSILLON CITY COUNCIL  
CITY OF MASSILLON, OHIO  
GLENN E. GAMBER, PRESIDENT

COUNCIL CHAMBERS

LEGISLATIVE DEPARTMENT

ORDINANCE NO. 105 - 2012

BY: ENVIRONMENTAL COMMITTEE

TITLE: AN ORDINANCE authorizing the Director of Public Service and Safety of the City of Massillon, Ohio, to enter into contract with Kimble Recycling & Disposal, Inc, upon the approval of the Board of Control, for the solid waste and recycling services within the City of Massillon Corporate Limits with the purchase of the solid waste vehicles and dumpsters, and declaring an emergency.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF MASSILLON, STATE OF OHIO, THAT:

Section I:

The Council of the City of Massillon, Ohio, hereby determines it to be necessary in the public health, safety and welfare to enter into contract with Kimble Recycling & Disposal, Inc. for the solid waste and recycling services within the City of Massillon Corporate Limits with the purchase of the solid waste vehicles and dumpsters.

Section 2:

The Director of Public Service and Safety of the City of Massillon, Ohio, is hereby authorized and directed to enter into contract with Kimble Recycling & Disposal, Inc., for the solid waste and recycling services within the City of Massillon Corporate Limits with the purchase of the solid waste vehicles and dumpsters. The program will be open to all residents and businesses in the City of Massillon. The City of Massillon Solid Waste Department will continue to perform the monthly residential customer billing service. A copy of said contract is attached hereto.

Section 3:

The Clerk of Council is authorized to correct any typographical errors discovered herein during or after the pendency or passage of this ordinance. The Clerk of Council is further authorized, in conjunction with the Law Department and the Council President to correct any ministerial or de minimis errors that do not substantially alter the intended results or numerical total sums of this ordinance, during or after the pendency or passage of this ordinance. Corrected copies are to be sent to all official recipients.

Section 4:

This Ordinance is hereby declared to be an emergency measure necessary for the preservation of the health, safety and welfare of the community and for the additional reason that it is necessary that contract be signed in a timely manner so Kimble Recycling & Disposal can begin servicing the citizens of Massillon as timely as possible. Provided it receives the affirmative vote of two-thirds of the elected members to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor. Otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED IN COUNCIL THIS 15<sup>th</sup> DAY OF October, 2012

ATTEST:

Mary Beth Bailey  
MARY BETH BAILEY, CLERK OF COUNCIL

Glenn Gamber  
GLENN E. GAMBER, PRESIDENT

APPROVED:

October 18, 2012

Kathy Catazaro-Perry  
KATHY CATAZARO-PERRY, MAYOR

I hereby certify that the foregoing ordinance is a true copy of the original, as passed by the Council of the City of Massillon, Ohio, and approved as noted thereon:

Mary Beth Bailey  
Clerk of Council

Date 10/15/12

# CITY OF MASSILLON

## CONTRACT FOR SOLID WASTE AND RECYCLING SERVICES

CONTRACT PERIOD  
DECEMBER 1, 2012 TO NOVEMBER 30, 2017

KATHY CATAZARO-PERRY  
MAYOR

GEORGE MAIER  
SAFETY SERVICE DIRECTOR

## FORM OF AGREEMENT

THIS AGREEMENT made this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by and between the CITY OF MASSILLON, OHIO hereinafter called "Massillon", and KIMBLE RECYCLING AND DISPOSAL of Dover, Ohio or their successors, executors, administrators and assigns, hereinafter called "Kimble".

WITNESSETH: That for and in consideration of payments hereinafter mentioned to be made by Massillon and Kimble agrees as follows:

ARTICLE 1, NON-EXCLUSIVE AGREEMENT: Upon approval of Resolution 2012-\_\_\_\_\_ by City Council, Massillon and Kimble enter into this agreement for Kimble to be the preferred but non-exclusive company for the collection and removal of residential recyclables, refuse, and waste materials in the City.

ARTICLE 2, SCOPE OF WORK: Kimble shall furnish all necessary personnel, equipment and special equipment, tools considered necessary and proper and an area of ground suitable for the disposal of garbage, rubbish, recyclables, bulk items and yard waste, to perform the services required by the aforementioned specifications in these contract documents and entitled "Contract for Solid Waste and Recycling Services" for the CITY OF MASSILLON, OHIO. The frequencies and schedules for collection shall be as specified elsewhere in these documents. If there is any conflict between the Bid Specifications and this Form of Agreement, the provisions in this Form of Agreement shall apply. This Form of Agreement also renders void pages OCA-1 through OCA-6 (Owner-Contractor Agreement) of the Bid Specifications.

ARTICLE 3, TERM: The original term of this Agreement shall commence December 1, 2012 and expire on November 30, 2017. Massillon is also entitled to exercise a total of five (5) one year contract renewal options upon the giving of ninety (90) days advanced written notice to Kimble for each option year.

ARTICLE 4, COLLECTION RATES: Kimble and Massillon agree that Kimble will charge Massillon for the collection and removal of residential recyclables, refuse, and waste material, and extra items and extra services including street sweepings, at the rates set forth in Exhibit "A" to this Agreement for each year of the Agreement, including any options years exercised by Massillon with price adjustments as described in Exhibit A. Any adjustments to these rates shall either be determined in accordance with Section 16.2 of the bid specifications or by mutual agreement of the parties.

ARTICLE 5, CONTRACT SUM: Massillon is responsible for billing and collection for residential customers at rates to be set by Massillon. Massillon shall pay Kimble by check

monthly within fifteen (15) days after the end of each month, based on rates set forth in Exhibit "A", and current customer count and detailed charges provided via invoice to Massillon from Kimble within five (5) days after the end of the month. Kimble is responsible for billing and collection for commercial customers at rates to be set by Kimble, except for commercial customers requiring weekly service only, who will be invoiced by Kimble based on rates set forth in Exhibit "B" for the five year contract term, subject to price adjustment only by Section 16.2 and option year price adjustments described in Exhibit "A".

ARTICLE 6, EQUIPMENT PURCHASE: Upon execution of the Solid Waste and Recycling Services Contract, Massillon agrees to sell, transfer and assign to Kimble, and Kimble agrees to purchase from Massillon, all of the right, title and interest of Massillon in and to the assets of Massillon's solid waste department listed in Exhibit "B" (solid waste vehicles and dumpsters), at the prices set forth in Exhibit "B", free and clear of all liens and encumbrances, assuming all trucks remain in similar running and operating condition as when inspected on August 7, 2012.

ARTICLE 7, PENALTIES: Deductions for payments to be made to Kimble shall be incurred at any time that Kimble does not completely perform its work. If the parties cannot agree on the amount of the deduction, the deduction shall be determined by the Service Director of Massillon which decision can be contested in a court of competent jurisdiction in Stark County, Ohio.

ARTICLE 8, AMENDMENT: This Agreement may only be amended by a writing signed by both parties, which is further conditioned upon an acceptance of any amendment to this Agreement by City Council.

ARTICLE 9, CONTRACT DOCUMENTS: Shall consist of the following:

1. Legal Notice
2. Bid Specifications and Forms
3. Addendums No. 1, 2, and 3
4. Bid Proposal
5. Form of Agreement
6. Contract Bond
7. Exhibit "A"
8. Exhibit "B"

IN WITNESS WHEREOF, Massillon has hereto subscribed by the Mayor and Safety Service Director and Kimble has/have affixed his/her/their name(s):

CITY OF MASSILLON, OHIO

WITNESS:

\_\_\_\_\_  
BY: \_\_\_\_\_  
Kathy Catazaro-Perry, Mayor

\_\_\_\_\_  
BY: \_\_\_\_\_  
George Maier, Safety Service Director

CERTIFICATION OF FUNDS:

We hereby certify that the funds to make the within payments are available, or in the process of collection, and that said funds are not and cannot be used for any other purpose.

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
Director of Finance

Approved as to form and legal sufficiency.

Date: \_\_\_\_\_ BY: \_\_\_\_\_  
Director of Law

SUCCESSFUL CONTRACTOR:

NAME – Kimble Recycling & Disposal Inc.

WITNESS:

\_\_\_\_\_  
BY: \_\_\_\_\_  
Keith B. Kimble, President

## EXHIBIT A

Residential collection rates to be charged by Kimble to Massillon are as detailed below for services described in Section 9.2 of the bid specifications:

SERVICE	PRICE
30-gallon Bag Service with Recycling Services included	\$2.10 per bag and \$1.95 per month
Limited 95-gallon Cart Service with Recycling Services included	\$10.77 per month
Unlimited Service with Recycling Services Included	\$11.31 per month

All contract rates detailed in this Exhibit A are fixed for the five year base term of the contract, except for adjustments permitted by Section 16.2 of the bid specifications or by mutual agreement of the parties. At the expiration of the five year base term, there will be five one-year options to renew at the election of the City of Massillon. Upon exercise of the first one-year renewal option, and each subsequent one-year renewal option, all contracted rates will be adjusted according to the increase or decrease in the Consumer Price Index (CPI-U) from the previous year, not to exceed a maximum adjustment of 3%. Contracted rates for the option years may be adjusted as permitted by Section 16.2 of the bid specifications or by mutual agreement of the parties.

"Unlimited Service" is based on the following restrictions:

1. Residents are prohibited from "doubling up" service with another resident or domicile.
2. For construction projects or domicile move-outs which generate large amounts of debris, the resident must contact Kimble to schedule a roll-off at contracted rates.
3. Kimble will pick up "reasonable amounts of demolition materials/debris" that have been generated by a resident, for a cost to be charged to limited service and bag customers, and provided at no extra cost to full service customers. The intent is to provide curbside pickup of smaller amounts of demolition materials generated by the homeowner (not 3<sup>rd</sup> party contractors). On a weekly basis Kimble will remove a maximum of three 33-gallon containers (or equivalent) of demolition material at no charge for full service customers, and for additional contract charges for limited and bag customers.

Rates to be charged by Kimble to Massillon for transportation and disposal of street sweepings are as detailed below for services described in Section 9.15 of the bid specifications:

SERVICE	PRICE
12 cubic yard roll-off at the Street Department Garage to collect street sweepings	\$108.00 per haul plus \$30.00 per ton disposal, plus \$40.00 per month for container rental



# Exhibit A (continued)

## BID ITEM- BULKY, LARGE and EXTRA ITEMS (For Bag Service and Limited Service)

ITEM		COST
Air Conditioner (Freon must be removed by a certified company)	\$	5.00
Bags (extra)	\$	2.00 each
Bathtub	\$	5.00
Box Spring	\$	5.00
Bundle of Tree Brush (cut to 4' lengths)	\$	5.00
Carpet (Cut to 4' lengths)	\$	5.00
Chair (Wood)	\$	5.00
Couch/Sofa	\$	5.00
Dishwasher	\$	5.00
Dryer	\$	5.00
Hotwater Tank	\$	5.00
Mattress	\$	5.00
Refrigerator (Freon must be removed by a certified company)	\$	5.00
Sink (small)	\$	5.00
Stove/Oven	\$	5.00
Television	\$	5.00
Toilet and Tank	\$	5.00
Utility Tub (large sinks)	\$	5.00
Washer	\$	5.00
Additional Items:		
Extra Trash Can (33 gallon or Equivalent)	\$	2.00
Back Door Service, Bag Service (additional cost/month)	\$	8.00
Back Door Service, Limited Service (additional cost/month)	\$	12.00
Back Door Service, Unlimited Service (additional cost/month)	\$	16.00

### EXTRA SERVICES:

All Bidders are required to provide additional charges for temporary dumpster service to residential customers.

#### Per Pull Container Charges

40 yd \$ 324.00      20 yd \$ 229.00  
30 yd \$ 279.00      10 yd \$ 179.00

Explain any additional charges not included in the above per pull charge: Disposal at \$38 per ton for excess tonnage over 4 tons on a 10-yd load, 5 tons on a 20-yd load, 6 tons on a 30-yd load, or 7 tons on a 40-yd load.  
Pull charge includes delivery and seven day rental.



# Exhibit B

Charges for 12 cubic yard roll-off container at the City of Massillon Street Department Garage to collect street sweepings:

# 108.00 per haul plus \$30.00 per ton disposal, plus \$40.00 per month for container rental.

Charge (Monthly) for dumpster service (solid waste only), Commercial Customer participating in the City of Massillon Solid Waste and Recycling aggregate program: (Based on service 1x per week)

1yd	\$ 30
1 1/2yd	\$ 40
3yd	\$ 60
4 yd	\$ 84
6 yd	\$ 108
8 yd	\$ 139

## ALTERNATE BID ITEM #2 SOLID WASTE VEHICLES

YEAR	MAKE	VIN	MILEAGE	TRANS	BID PRICE/PER VEHICLE
2010	International	11HTZZAAR1BJ397976	19617	AUTO	# 73,000
2008	Freightliner	1FVAC7DT69HAG2079	44858	AUTO	# 46,500
2006	Freightliner	1FBHCYC516HW87767	76191	AUTO	# 34,000
2006	Freightliner	1FVHCY536HW87768	75357	AUTO	# 25,300
2003	Freightliner	1FBACYCS24HM42166	82236	AUTO	# 16,500
2003	Freightliner	1FVACYCS04HM42165	105151	AUTO	# 16,500
2000	International	1HTSDAAR2YH309677	96260	STK	# 2900

### NOTE:

These Vehicles are subject to be relinquished to the highest bidder, provided approval by City Council entering into agreement/contract with a Contactor for the City of Massillon Solid Waste and Recycling aggregate project.

Vehicles may be inspected at the City of Massillon Street Department Garage 415 Walnut Road SW.

Maintenance records may be obtained by contacting the City of Massillon Street Department office 330-833-5746.

## ALTERNATE BID ITEM #3 SOLID WASTE DUMPSTERS

SIZE	BID PRICE/PER UNIT
1 yard	# 75
1 1/2 yard	# 100
3 yard	# 125
4 yard	# 150
6 yard	# 200

NOTE: These dumpsters are subject to be relinquished to the highest bidder, provided approval by City Council entering into agreement/contract with a Contactor for the City of Massillon Solid Waste and Recycling aggregate project.

CITY OF MASSILLON - BID FORM

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QUESTIONS RAISED AT THE 9/19/12 MEETING WITH SERVICE DIRECTOR AND THE 9/19/12 COUNCIL COMMITTEE MEETING:

**Q: If the City's grant application for curbside recycling is approved by the Stark-Tuscarawas-Wayne Solid Waste District, what limitations or restrictions are placed on how the grant dollars can be spent?**

A: My understanding is that the grant could only be applied to the cost of operating the recycling program. Those costs may include equipment, office costs and expenses, personnel, marketing, or other costs related to the City's application that was approved. The City's application must identify how the recycling program will help the District achieve the recycling goals 1 -5 that are listed in their Plan. Based on this explanation, I would assume that the grant dollars could be used to simply offset your monthly payment to Kimble who is providing the curbside recycling service, but you'll need to confirm that with the District.

**Q: With regard to Kimble's current invoicing and collections policy, under what conditions, if any, does a cancelling customer receive a credit for unused service?**

A: Generally, refunds are not granted when a customer cancels service prior to the expiration of their current quarterly service period. However, exceptions are granted in cases where less than satisfactory service has been documented, the customer is moving out of Kimble's service area, the customer is moving into a municipal contracted area that Kimble services, or when the customer is deceased. Since the City is handling the individual invoicing under the agreement with Kimble, the City will need to decide on its policy regarding credits for unused service.

**Q: With regard to Kimble's current invoicing and collections policy, what are the rules allowing a residential customer to receive a credit for "vacation hold"?**

A: If the customer is going to be away for two or more consecutive weeks, and has informed Kimble ahead of time, the service can be suspended and the customer is not invoiced for the time the account is on vacation hold. The "vacation hold" policy was not addressed in the City's bid specifications, however I would recommend this policy be incorporated by Massillon in the agreement with Kimble for the convenience of the residents.

**Q: What free services would the City be entitled to under the contract with Kimble? Does it include cleanups mandated by City Health Department? What about cleanups after events held in the park?**

A: The contract with Kimble would include the following waste and recycling collection services for the City at no additional charge:

LOCATION	REFUSE CONTAINER	RECYCLING CONTAINER	SERVICE FREQUENCY
City Hall 151 Lincoln Way East	1.5 yd	65-gal totes	weekly
Municipal Government Center One James Duncan Plaza	1.5 yd	65-gal totes	weekly
Police Department Two James Duncan Plaza	1.5 yd	65-gal totes	weekly
Street Department Garage 401 Walnut Rd SW	4 yd	65-gal totes	weekly
Massillon Rec Center 500 Erie St North	4 yd	65-gal totes	weekly

Wastewater Treatment Plant 100 Big Indian SW	4 yd	65-gal totes	weekly
City Receptacles downtown (downtown area)	existing City cans	NA	weekly
Massillon Senior Center 39 Lincoln Way West	1.5 yd	65-gal totes	weekly
Genshaft Park 2801 Erie Street South	4 yd	NA	Weekly – May thru October
Oak Knoll Park 6 <sup>th</sup> St SW	4 yd	NA	weekly
Wampler Park Main Ave West	4 yd	NA	weekly
Community Park Finefrock Rd SW	4 yd	NA	weekly
Kiawnis Park Oak Ave SE	4 yd	NA	weekly
Reservoir Park Reservoir Drive NE	4 yd	NA	weekly
Golf Course 1600 Nave Road SE	4 yd	NA	weekly
Golf Course 2700 Augusta Dr SE	6 yd	65-gal totes	weekly
Fire Station 233 Erie St South	1.5 yd	NA	weekly
Fire Station 900 blk Wales Road NE	1.5 yd	NA	weekly
Fire Station blk 17 <sup>th</sup> ST SW	1.5 yd	NA	weekly
Fire Station 2600 blk Erie Street South	1.5 yd	NA	weekly

The contract with Kimble also requires them to provide free collection of containers (identified by City) to be placed at the City's summer concert series (June through August).

With regard to cleanups mandated by the City Health Department or other unanticipated collection events, the contract with Kimble required them to provide collection pricing for "Extra Services" including charges for temporary dumpster services of all sizes, and bulky and extra items of all types (see exhibit A of contract). The City maintains the authority to hire Kimble for these "extra services" at contract rates for cleanups required at public or private properties. The City also maintains the authority to invoice and collect the associated property owner for mandated cleanups.