

RESOLUTION NO. 31-18
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Jeanne Rau ON THE 21ST
DAY OF MAY, 2018.

**RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A
CUSTOMER SERVICE AGREEMENT WITH RUMPKE OF OHIO, INC. FOR
PROCESSING OF DELIVERED SINGLE STREAM, COMINGLED
RESIDENTIAL RECYCLABLES FOR THE CITY OF CENTERVILLE.**

WHEREAS, the City requests the processing of delivered single stream,
comingled residential recyclables within the City; and

WHEREAS, Rumpke of Ohio, Inc. provides such recycling services; and

WHEREAS, it is in the best interests of the City to enter into a three year
agreement with Rumpke of Ohio, Inc.

**NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE
CITY OF CENTERVILLE, MONTGOMERY COUNTY, OHIO, AS FOLLOWS:**

Section 1. The City hereby agrees to enter into a Customer Service Agreement with
Rumpke of Ohio, Inc., and the City Manager is hereby authorized to execute the
agreement in a form substantially similar to the agreement attached hereto as Exhibit "A"
and incorporated herein on behalf of the City of Centerville.

Section 2. This Resolution shall be in full force and effect at the earliest date allowed
by law.

PASSED THIS 21st day of May, 2018.

Brook A. Compton
Mayor of the City of
Centerville, Ohio

ATTEST:

Carin R. Andrews
Clerk of Council
City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 31-18, passed by the Council of the City of Centerville, Ohio on the 21st day of May, 2018.

Carin R. Andrews

Clerk of the Council

Approved as to form, consistency
with existing ordinances, the
charter & constitutional provisions
Department of Law
Scott A. Liberman
Municipal Attorney



CUSTOMER SERVICE AGREEMENT

Rumpke of Ohio, Inc.

SERVICE NAME:
City of Centerville
7970 S Suburban Rd
Centerville, OH 45458

CUSTOMER ACCOUNT NUMBER:13-
100031

SERVICE ADDRESS:

CUSTOMER SERVICE CONTACT NAME: Doug Spittler
PHONE NUMBER: (937) 333-4070

BILLING NAME:

Same as above
BILLING ADDRESS:

Service Effective Date: 05/01/2018

Pricing\additional Terms: 3-year processing agreement for City of Centerville delivered curbside recyclables to Rumpke of Ohio at its Monument Avenue Material Recovery Facility. Delivered recyclables will be billed or rebated based on the attached formula "CNTRVL18FM". The formula column "Index Price Formula Rate" will be updated monthly according to the Pulp & Paper Week Monthly Recovered Paper Price Watch. The formula row "Negative Cost @ 100%" is the amount to be billed to the City of Centerville with a maximum charge of \$20 per ton. The formula row "Positive Revenue Share @ 50%" is the amount to be rebated to the City of Centerville while sharing 50% of the revenue with Rumpke with a maximum rebate of \$20 per ton. Rumpke will perform a joint material audit at a minimum of 1 time per calendar year to evaluate the allocations in the recycling stream. The Metrics in the formula will be adjusted based on these audits. Initial metrics are derived from Audit completed in 1st quarter 2018. See attached "Single Stream Acceptables" for a complete list of acceptable items.

TERMS AND CONDITIONS OF AGREEMENT

- (1) **SERVICES RENDERED:** Processing of delivered single stream, comingled residential recyclables.
- (2) **WASTE MATERIAL:** The Recycling material to be accepted and recycled by Rumpke includes all Residential recyclables generated by City of Centerville households except that recyclable material specifically excludes all materials that are regulated as hazardous, infectious, biomedical, explosive, toxic, radioactive and/ or highly flammable as defined by applicable federal, state or local laws.
- (3) **TERM:** The initial term of this Agreement is Three (3) years from the date of the Service Effective Date. Additional 1 year terms by agreement of both parties in writing.
- (4) **HOLD HARMLESS:** Neither party shall be liable, for any, consequential, incidental or special damages or loss of business profits however arising, as a result of their performance, or failure to perform under this Agreement, except as provided herein.
- (5) **MISCELLANEOUS:** Upon execution, this Agreement represents the entire understanding and agreement between parties hereto and supersedes any and all prior agreements, written and oral, that may exist between parties regarding the same. This Agreement shall apply to changes of and new service address locations of Customer within the area Rumpke provides such service shall be binding upon the parties, their successors and assigns. Neither party shall be liable for its failure to perform hereunder due to contingencies beyond its reasonable control including, but not limited to civil commotion, strikes, riots, acts of God, or decrees of local, state or federal governmental bodies, agencies or courts. In the event of breach of this Agreement, the breaching party shall pay all reasonable attorney's fees, collection fees and costs of the party incident to any action brought to enforce this Agreement.
- (6) **PAYMENT:** Customer agrees to pay all amounts due NET 30 days, in cash or cash equivalent with any amounts not paid within 30 days of invoicing subject to 1.5% service charge per month until paid.

Customer:
Name/title: _____
Signature: _____
Date: _____

Rumpke of Ohio, Inc.
Authorized Representative: _____
Printed: _____
Date: _____