

RESOLUTION NO. 27-21
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCIL MEMBER Mark Engert ON
THE 1st DAY OF March, 2021.

RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A 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

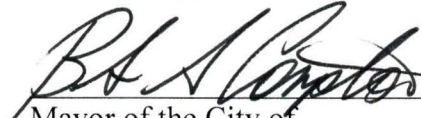
WHEREAS, it is in the best interests of the City to enter into a three year agreement with Rumpke of Ohio, Inc.

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 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 1st day of March, 2021.



Mayor of the City of
Centerville, Ohio

ATTEST:



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. 27-21, passed by the Council of the City of Centerville, Ohio on the 1st day of March, 2021.


Clerk of the Council

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

Exhibit "A"

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into at Centerville, Ohio, on the date(s) set forth at the end hereof, by and between **The City of Centerville, Ohio** 100 West Spring Valley Road, Centerville, Ohio 45458 **CITY** hereinafter referred to as the "City", and **RUMPKE OF OHIO, INC.**, of 3990 Generation Drive, Cincinnati, OH 45251, hereinafter referred to as the "Contractor". In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

WITNESSETH:

WHEREAS, in June of 2020, the Montgomery County Environmental Services Department ("Montgomery County") engaged in a formal invitation for competitive bids for recycling services for the Environmental Services Solid Waste Division; and

WHEREAS, the Contractor was found to be the best and lowest bidder and the only provider of such services; and

WHEREAS, the Contractor has agreed to provide the same or similar pricing terms to the City of Centerville as a sole source provider; and

WHEREAS, the City is desirous of securing the Work referred to in Exhibit "A"; and

WHEREAS, the Contractor is qualified, experienced and willing to perform Work as described herein, when there is an Agreement specifying the rights and duties of each party; and

WHEREAS, the City and the Contractor mutually desire to perform the obligation embodied in Exhibit "A".

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and Agreements hereinafter set forth, the parties to this Agreement, with intent to be legally bound, agree as follows:

ARTICLE ONE: THE WORK

The Contractor agrees to perform the services and furnish all labor, equipment, materials and supplies as delineated in Exhibit "A" which is made a part hereof as if fully rewritten herein. The Contractor shall conduct the Work in accordance with Exhibit "A" and those services that were part of the Montgomery County bid documents of the Contractor, , and the Contractor agrees to supply the City with those items identified in Exhibit "A" and the Montgomery County bid documents. The term "Work" as used herein means the performance of all services and the furnishing of all labor, materials, equipment, supplies and maintenance as required in Exhibit "A" attached hereto, as well as any additional work provided in the Montgomery County bid documents.

ARTICLE TWO: SCHEDULE OF PAYMENTS

The City agrees to pay the Contractor, in exchange for the Work, in accordance with Exhibit "A" Price Schedule, for the Initial Term of this Agreement beginning May 1, 2021 and expiring on April 30, 2024. The City further agrees to pay the Contractor in exchange for the Work for the first Option Term of this Agreement, if exercised, which runs from May 1, 2024 through April 30 , 2025, in accordance with Exhibit "A", Price Schedule, of the Initial Term, plus an increase, if applicable, based on the Consumer Price Index published each year with a maximum increase of five percent (5%). The Contractor shall submit any new pricing structure along with verification of the changes in the Consumer Price Index for the preceding one year since the inception of the Agreement. The City further agrees to pay the Contractor in exchange for the Work for the second Option Term of this Agreement, if exercised, which runs from May

1, 2025 through April 30 , 2026, in accordance with Exhibit “A” , Price Schedule, of the Initial Term plus an increase, if applicable, based on the Consumer Price Index with a maximum increase of five percent (5%). The Contractor shall submit any new pricing structure along with verification of the changes in the Consumer Price Index for the preceding one year since the renewal of the Agreement. The City Director of Finance shall issue Purchase Orders as requested by Centerville Public Works Director to said Contractor and certify funds from the appropriate account. The Contractor further agrees that should the City fail to provide for a sufficient appropriation of funds for calendar year 2021, 2022, 2023, 2024, 2025 or 2026 for the Work called for herein, the City shall terminate this Agreement for insufficient funding (See Article Nine). The Contractor agrees to supply The City of Centerville Public Works Department with its respective itemized and detailed monthly invoices indicating therein the amount due for services rendered and materials supplied for the preceding month, it being specifically understood that compensation shall not accrue until services are rendered and all labor, equipment, materials and supplies are provided to the City pursuant to this Agreement. The Contractor agrees that the above referenced invoices shall be supplied to the City within five (5) calendar days of the first (1st) day of the month. Such invoices shall be accompanied by waivers, releases or other such documentation as would indicate that any claims, liens or claims of liens of any subcontractors of any tier, laborers or material suppliers, from any source used by the Contractor, to the extent applicable, have been satisfied. The City shall have no obligation to pay or to see to the payment of money to any subcontractor of any tier except as may otherwise be required by law.

ARTICLE THREE: TERM

The Term of this Agreement shall be from date of last execution by all parties, or the date upon which Resolution of the City pass authorizing and awarding this Agreement, whichever event occurs last, and shall terminate on April 30, 2024 with an option to extend the Contract, under the same terms and conditions of the Initial Term, for two (2) additional one (1) year terms, running from May 1, 2024 through April 30, 2025, and May 1, 2025 through April 30, 2026. Such options to be exercised solely within the City's discretion and only upon written notice submitted to the City by the Contractor at least ninety (90) days prior to the expiration of the relevant Term. The parties agree that any additional periods for which the Work is undertaken shall be subject to competitive bidding and that this Agreement in no way may be extended beyond the Initial Term and the Option Terms.

ARTICLE FOUR: CONFLICT OF INTEREST

This Agreement in no way precludes, prevents, or restricts the Contractor from obtaining and working under an additional contractual arrangement(s) with other parties aside from the City, assuming that such other contractual work in no way impedes the Contractor's ability to perform the services required under this Agreement. The Contractor hereby represents warrants and agrees that at the time of entering into this Agreement, it has no interest in nor shall it acquire any interest, direct or indirect, in any Agreement which will impede its ability to perform the required services under this Agreement.

ARTICLE FIVE: ASSIGNMENTS

The parties expressly agree that this Agreement shall not be assigned by the Contractor without the prior written approval of the City, which approval may be withheld in the sole discretion of the City.

ARTICLE SIX: GOVERNING LAW

This Agreement and any modifications, amendments, or alterations, shall be governed, construed, and enforced under the laws of The State of Ohio.

ARTICLE SEVEN: INTEGRATION AND MODIFICATION

This instrument embodies the entire Agreement of the parties. There are no promises, terms, conditions or obligations other than those contained herein; and this Agreement and Exhibits shall supersede all previous communications, representations or Agreements, either written or oral, between the parties to this Agreement. Also, this Agreement and Exhibits shall not be modified in any manner except by an instrument, in writing, executed by the parties to this Agreement.

ARTICLE EIGHT: SEVERABILITY

If any term or provision of this Agreement or the application thereof to any entity, person or circumstance shall, to any extent be held invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to entities, persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and

each remaining term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

ARTICLE NINE: TERMINATION

This Agreement may be terminated by either party only upon notice, in writing, upon the other party no later than at least one hundred and twenty (120) days in advance of the effective date of the termination. The City may also terminate this Agreement in the event that the City is of the opinion that the Contractor is carrying out the terms of this Agreement in an unreasonable, unprofessional, or unworkmanlike manner. Said termination for this particular reason shall occur upon the provision of a written notice of termination to the Contractor at least thirty (30) calendar days in advance of the date of the proposed termination, stating in the termination notice the reason for said termination. The City, in its sole discretion, may allow the Contractor to cure the reason for the termination provided the cure of the reason is accomplished within thirty (30) days of the date of the forwarding of the termination notice. The parties further agree that should the Contractor become unable for any reason to complete the work called for by virtue of this Agreement, that to the extent applicable, such work as the Contractor has completed upon the date of its inability to continue the term of this Agreement shall become the property of the City, and further the City shall not be liable to tender and/or pay to the Contractor any further compensation after the date of the Contractor's inability to complete the terms hereof, which date shall be the date of termination unless extended by the City. Notwithstanding the above, the contractor shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of the Agreement by the Contractor; and the City may withhold any compensation to the Contractor for the purpose of set-off until such time as the amount of

damages due the City from the Contractor is agreed upon or otherwise determined. Additionally, the parties further agree that should the Contractor become unable for any reason to complete the work called for by virtue of this Agreement, the City, may, in its sole discretion, call the performance bond due, in full, if any, as and for such non-performance, and/or as liquidated damages.

ARTICLE TEN: COMPLIANCE

The Contractor, at its sole cost, agrees to comply with all applicable federal, state, and local laws in the conduct of work hereunder. The Contractor accepts full responsibility for payment of all unemployment compensation insurance premiums, worker's compensation premiums, benefits as mandated by the Patient Protection and Affordable Care Act (PPACA), all income tax deductions, pension deductions, prevailing wages, if applicable, and any and all other taxes or payroll deductions required for the Contractor and all employees engaged by the Contractor for the performance of the work authorized by this Agreement. The costs of any health insurance benefits required by the PPACA shall be the responsibility of the Contractor and shall not be billed directly to the City. The Contractor shall comply with the requirements of the PPACA and any and all associated costs and/or penalties. It shall be the responsibility of the Contractor to report, track and determine employee hours that are eligible to be offered insurance benefits.

ARTICLE ELEVEN: PERFORMANCE AND DISCIPLINE

Unless otherwise provided in this Agreement or the exhibits attached hereto, the Contractor shall provide and pay for, to the extent applicable, all labor, materials, equipment,

tools, construction equipment and machinery, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out this Agreement. The Contractor shall not permit employment of persons not skilled in tasks assigned to them. The Contractor shall perform all Work in a reasonable, professional and workmanlike manner and all Work shall be of at least the quality provided for in this Agreement.

ARTICLE TWELVE: DAMAGE AND LOSS

The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required elsewhere in this Agreement) to property referred to in this Section caused in whole or in part by the Contractor, a subcontractor of any tier, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under this Article except damage or loss attributable to acts or omissions of the City or anyone directly or indirectly employed by the City, whose acts are not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's other obligations hereunder. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss. The Contractor shall notify the City or a security arm of the City as soon as possible after such emergency arises.

ARTICLE THIRTEEN: WORKER'S COMPENSATION INSURANCE

The Contractor shall take out and maintain during the life of this Agreement Workers' Compensation Insurance for its employees and shall furnish a certificate of Workers' Compensation Insurance for its employees before the execution of this Agreement. No contract between the City and the Contractor shall be created hereby or otherwise exist until a fully executed copy thereof has been served upon the City.

ARTICLE FOURTEEN: NON-DISCRIMINATION

During the performance of this Agreement, the Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. The Contractor will ensure that applicants are employed and that employees are treated during employment without regard to race, color, religion, sex, sexual preference, national origin, ancestry, handicap, age, political belief or place of birth. 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 apprenticeship.

The Contractor, or any person claiming through the Contractor, agrees not to establish or knowingly permit any such practice or practices of discrimination or segregation in reference to anything relating to this Agreement, or in reference to any contractors or subcontractors of said Contractor.

ARTICLE FIFTEEN: INDEMNIFICATION

Contractor shall indemnify, hold harmless and, not excluding the City 's right to participate, defend the City and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all liabilities, claims, actions, damages, losses, or expenses including without limitation reasonable attorneys' fees and costs (hereinafter collectively referred to as "claims") for bodily injury or personal injury including death, or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees, or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state, or local law, statute, ordinance, rule, regulation, or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense, and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

Contractor (as "Indemnitor") shall indemnify, hold harmless and, not excluding the City's right to participate, defend, the City and its officers, officials, agents, and employees (as "Indemnitee") from and against any and all demands, claims, complaints, losses, damages, actions or causes of action, assessments, liabilities, costs or expenses including, without limitation, interest, penalties and reasonable attorney's fees and reasonable expenses of

investigation and remedial work (including investigations and remediation by engineers, environmental consultants and similar technical personnel) asserted against or imposed upon or incurred by Indemnitee arising in connection with, or resulting from, any Environmental Law, including but not limited to, any use, generation, storage, spill, release, discharge or disposal of any hazardous substance that is now or comes to be located on, at, about or under the property or because of, or in connection with, the violation of any Environmental Law (hereinafter collectively referred to as “claims”) to the extent that such claims are caused by the fault of the Indemnitor, its officers, officials, agents, employees, contractors, volunteers, tenants, subtenants, invitees or licensees. As used in this section: (a) “hazardous substances” are those substances defined as toxic or hazardous substances, pollutants, or wastes by Environmental Law and the following substances: gasoline, kerosene, or other petroleum products, toxic pesticides and herbicides, volatile solvents, materials containing asbestos or formaldehyde, and radioactive materials; (b) “Environmental Law” means federal, state, or local laws and regulations, including common law, that relate to health, safety or environmental protection; and (c) “fault” means those nonculpable acts or omissions giving rise to strict liability under any Environmental Law pertaining to hazardous substances, as well as culpable conduct (negligence or willful misconduct). In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the City, its officers, officials, agents, and employees for losses arising from the work performed by the Contractor for the City.

ARTICLE SIXTEEN: RELATIONSHIP

Nothing in this Agreement is intended to, or shall be deemed to, constitute a partnership, association, or joint venture with the Contractor in the conduct of the provisions of this

Agreement. The Contractor shall at all times have the status of an independent contractor without the right or authority to impose tort, contractual or any other liability on the City.

ARTICLE SEVENTEEN: DISCLOSURE

The Contractor hereby covenants that it has complied with any requirements to disclose to the City, any business relationship or financial interest that said Contractor has with an employee, officials, agencies or elected officials of the City.

ARTICLE EIGHTEEN: LIABILITY INSURANCE

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees, or subcontractors.

The insurance requirements set forth herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The City in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees, or subcontractors and Contractor is free to purchase additional insurance as may be determined necessary.

- A. Insurance: Contractor shall procure and maintain for the duration of the contract, and for three (3) years thereafter, insurance against claims for injuries to persons or damage(s) to property which may arise from or in connection with the performance of

the work performed by the Contractor, Contractor's agents, representatives, employees, or subcontractors.

B. Minimum Scope and Limit of Insurance – Coverage shall be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office (ISO) Form CG 00 01 covering CGL on an “occurrence” basis, including products-completed operations, with limits no less than \$2,000,000 per occurrence for bodily injury, property damage, personal & advertising injury. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO form CG 25 03 or CG 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering any auto (Code 1) , or if Contractor has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
- c. Workers' Compensation insurance as required by the State of Ohio, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease. If coverage is through The Ohio Bureau of Workers' Compensation, Employers' Liability coverage must be endorsed on the Commercial General Liability policy.

C. Other Insurance Provisions – The policies are to contain or be endorsed to contain, the following provisions:

- a. Additional Insured: “The City of Centerville, its officials, agents, employees and volunteers” are to be covered as Additional Insureds on the Commercial

General Liability, Automobile Liability and Contractor's Pollution Liability policies as respects liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations and automobiles owned, leased, hired, or borrowed by or on behalf of the Contractor.

To provide appropriate Additional Insured coverage for general liability, including liability arising out of the products-completed operations hazard, Contractor agrees to use the following endorsement(s), or similar endorsements providing equal or broader Additional Insured coverage:

ISO Form CG 20 10 11 85, OR if later revisions are used;

ISO Form CG 20 10, CG 20 26, CG 20 33, or CG 20 38; AND ISO Form CG 20 37 10 01.

- b. Primary Coverage: For claims related to this project, the Contractor's insurance coverage shall be primary as respects the City, its officials, agents, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officials, agents, employees, and volunteers shall be excess of Contractor's insurance and shall not contribute with it.

- D. Umbrella or Excess Liability – Contractor may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. Contractor agrees to endorse the City, its officials, agents, employees and volunteers, as an Additional Insured on the Umbrella or Excess policy, unless the Certificate of Insurance states the Umbrella or Excess policy provides coverage on a "Follow Form" basis.

- E. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- F. Deductibles and Self-Insured Retentions: Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the Contractor shall cause the insurer to reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees, and volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration, and defense expenses. Deductibles shall not exceed \$25,000.00.
- G. No Reduction or Limit of Obligation: By requiring insurance, the City does not represent that the required insurance coverage and limits will necessarily be adequate to protect the Contractor. Insurance affected or procured by the Contractor will not reduce or limit the Contractor's contractual obligation to indemnify and defend the City for claims or suits which result from or are connected with the performance of the contract.
- H. Waiver of Subrogation: Contractor hereby agrees to waive rights of subrogation which any insurer of Contractor may acquire from Contractor by virtue of the payment of any loss. Contractor agrees to secure endorsements necessary to affect this waiver of subrogation.
- I. Acceptability of Insurers – Insurance is to be placed with insurers with a current A.M. Best rating of no less than A:VII, unless otherwise acceptable to the City.

- J. Verification of Coverage: The Contractor shall furnish the City with Certificates of Insurance and amendatory endorsements, or copies of the applicable insurance language, effecting coverage required herein. All certificates and endorsements shall be received by the City before work commences. However, failure to obtain the required documents prior to the beginning of work shall not waive the Contractor's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.
- K. The Contractor and all Subcontractors shall furnish the City one (1) unaltered copy of the official certificate of the Ohio Industrial Commission indicating that he has paid the premiums required under the Ohio Workers' Compensation Act evidencing that these workers are covered by Workers' Compensation during the Contract term. If the Contractor is legally permitted and qualified to be a self-insurer, such self-insurer shall furnish proof of such status to the City.
- L. Non-renewal, Cancellation, or Material Change of Coverage. Each insurance policy required above shall state that coverage shall not be cancelled, except with notice to the City. If the Contractor receives a non-renewal or cancellation notice from an insurance carrier providing coverage required herein, or receives notice that coverage no longer complies with the requirements herein, Contractor agrees to notify the City by fax or email within five (5) business days with a copy of the non-renewal or cancellation notice, or written explanation of how coverage is no longer in compliance. The Contractor shall cease operations on the occurrence of any such non-

renewal, cancellation, or material change and shall not resume operations until insurance is in force that complies with these requirements.

- M. Subcontractors Insurance: The Contractor shall require and verify that all Subcontractors maintain insurance meeting all the requirements stated herein, and the Contractor shall ensure that the is an additional insured on insurance required from subcontractors. For CGL coverage, subcontractors shall provide coverage with a format at least as broad as CG 20 38 04 13.
- N. Special Risks or Circumstances: City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other circumstances.

ARTICLE NINETEEN: PERFORMANCE BOND

A Performance Bond is not required for this Service Agreement.

ARTICLE TWENTY: NOTICES

Any notices required or authorized to be given shall be deemed to be given when mailed by certified or registered mail, postage prepaid, as follows: if to the City, to the City's address as shown on the face of this Agreement; if to the Contractor, to the Contractor's address as shown on the face of this Agreement.

ARTICLE TWENTY-ONE: HEADINGS

Organization of the Specifications into divisions, sections and articles and arrangement of Drawings shall not control the Contractor in dividing the Work among subcontractors or in establishing the extent of Work to be performed by any trade. Numbered topical headings, articles, paragraphs, subparagraphs or titles in this Agreement are inserted for the convenience of organization and reference and are not intended to affect the interpretation or construction of the terms thereof.

ARTICLE TWENTY-TWO: AUTHORITY TO BIND PRINCIPAL

Signatures hereon shall act as express representations that the signing agents are authorized to bind their respective principals to all rights, duties, remedies, obligations, and responsibilities incurred by way of this Agreement.

[Signatures to follow on next page.]

The parties have hereunto set their hands this _____ day of _____, 2021.

The City of Centerville, Ohio

By: Wayne S. Davis
Its: City Manager

Rumpke of Ohio, Inc. (Contractor)

By: _____
Its: _____

APPROVED AS TO FORM BY:

Scott A. Liberman
Municipal Attorney

FISCAL OFFICER'S CERTIFICATE

The undersigned, Director of Finance of the City under the foregoing Agreement, certifies hereby that the monies required to meet the obligations of the City during the year 2021 under the foregoing Agreement have been appropriated lawfully for that purpose, and are in the Treasury of the City or in the process of collection to the credit of an appropriate fund, free from any previous encumbrances. This Certificate is given in compliance with Sections 5705.41 and 5705.44, Ohio Revised Code.

Dated: _____, 2021

Tyler Roark
Director of Finance
City of Centerville, Ohio