

RESOLUTION NO. 63-2026

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER'S EXECUTION OF A SECOND AMENDMENT TO THE CONTRACT FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES BETWEEN THE CITY OF HURON, OHIO AND REPUBLIC SERVICES DATED JUNE 28, 2023, FOR THE PROVISION OF RESIDENTIAL WASTE REMOVAL AND RECYCLING SERVICES FOR THE 3-YEAR EXTENSION PERIOD OF JANUARY 1, 2027 THROUGH DECEMBER 31, 2029.

WHEREAS, the Huron City Council previously authorized execution of a Contract for Residential Waste Collection and Recycling Services with Republic Services through Resolution No. 44-2023 adopted on June 27, 2023, a copy of which is attached hereto as Exhibit "A", as amended by a First Amendment to Form of Contract for Residential Waste Collection and Recycling Services through Resolution No. 69-2023 adopted on October 24, 2023, a copy of which is attached hereto as Exhibit "B" (collectively, the "Contract"); and

WHEREAS, the terms of the Contract included an optional 3-year extension period from January 1, 2027 through December 31, 2029 (the "Extension Period"); and

WHEREAS, both parties desire to amend the Contract to amend the terms of the Extension Period; and

WHEREAS, Council has determined that the amendment of the Contract is in the best interest of the City of Huron and its residents.

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

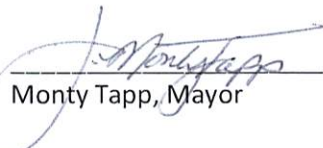
SECTION 1: That the City Manager is authorized and directed to execute a Second Amendment to the Contract for Residential Waste Collection and Recycling Services with Republic Services dated June 28, 2023, for and on behalf of the City of Huron, Ohio, for the 3-year extension period from January 1, 2027 through December 31, 2029. Said Second Amendment to Contract is to be substantially in the form of Exhibit "C" attached hereto and made a part hereof.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

28 JUL 2026





Sustainability in Action

AMENDMENT TO FORM OF CONTRACT FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES

City of Huron, Ohio

This amendment (the "Amendment") is made by City of Huron, a City in the County of Erie, State of Ohio (the "City") and Browning-Ferris Industries of Ohio, Inc., doing business as Republic Services of Sandusky (the "Collector"), parties to the Form of Contract for Residential Waste Collection and Recycling Services with a commencement date of July 1, 2023 (the "Contract").

The Contract is amended as follows:

1. The City and the Collector agree to extend the Contract term in Article II, Section 1 to include the period beginning on January 1, 2027, and set to end on December 31, 2029.
2. The table titled "Priced to Provide Waste, Recycling and Yard Collection on selections Options below:" in Article IV, Section 1 of the Contract is amended to replace the entries below that heading entirely with the following rows:

Year 1 1/1/27 – 12/31/27	Year 2 1/1/28 – 12/31/28	Year 3 1/1/29 – 12/31/29
\$26.00 unit/month x collected units	\$27.30 unit/month x collected units	\$28.67 units/month x collected units

3. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

[Signatures on the following page.]



Sustainability in Action

This Amendment is accepted by both parties to become active on the contract year starting January 1, 2027.

CITY OF HURON

A handwritten signature in blue ink, appearing to read "Stuart Hamilton", written over a horizontal line.

NAME Stuart Hamilton, City Manager

07/29/2026
DATE

BROWNING-FERRIS INDUSTRIES OF OHIO, INC. DBA
REPUBLIC SERVICES OF SANDUSKY

NAME

DATE

RESOLUTION NO. 44-2023

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO AN AGREEMENT WITH REPUBLIC SERVICES INC. FOR THE PROVISION OF RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES FOR THE PERIOD OF JULY 1, 2023 THROUGH DECEMBER 31, 2026.

WHEREAS,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City having advertised for bids for residential waste collection and recycling services, the Council finds Republic Services Inc. To be the lowest and best bidder for such work. Therefore, the City Manager is authorized and directed to award the bid and enter into an agreement with Republic Services Inc., of 4005 Tiffin Ave., Sandusky, OH 44870, for the provision of residential waste collection and recycling services as set forth in the bid package for the period of July 1, 2023 through December 31, 2026; a copy of the agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:



Clerk of Council

ADOPTED:

JUNE 27 2023

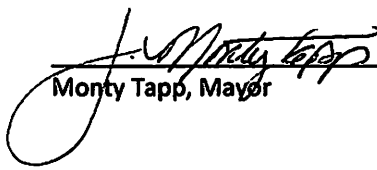

Monty Tapp, Mayor

EXHIBIT B:
FORM OF CONTRACT FOR RESIDENTIAL WASTE COLLECTION
AND RECYCLING SERVICES

THIS AGREEMENT (the "Agreement") for Residential Waste Collection and Recycling Services is entered into by and between the City of Huron, a City in the County of Erie, State of Ohio (the "City") with its offices located at 417 Main Street Huron Ohio 44839 and Republic Services (the "Contractor").

WITNESSETH

WHEREAS, following publication of the Invitation to Bid in the Newspaper on, April 5th, 2023, and the opening and consideration of the Bids received for the Residential Waste Collection and Recycling Services, the Bid of the Contractor has been determined to be lowest, responsive and responsible; and,

WHEREAS, the City has considered the Bid; and the City, pursuant to **Resolution 44-2023** which approved the Contract and authorized the City Manager to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE I- DEFINITIONS

The capitalized terms used herein are defined in the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services Exhibit A: Definitions

ARTICLE II – TERM AND RENEWAL TERMS

1. Term

This Agreement will be effective upon the date last signed below. The Commencement Date for Residential Waste Collection and Recycling Services is July 1, 2023, and will terminate on December 31, 2026, unless renewed as provided herein.

2. Renewal Terms

The City will have the option to renew this Agreement for three (3) additional one-year terms each. The City may renew each of the one (1) year terms, if at all, in writing and in advance no less than one-hundred eighty (180) days prior to the expiration of the then existing term. The City reserves the right to utilize less than all of the renewal terms in the City's sole and absolute discretion. All renewals must be executed in writing and authorized by legislative concurrence by the Huron City Council.

ARTICLE III – STATEMENT OF WORK

1. During the term of this Agreement, the Contractor will perform the services set forth in this Article III of this Agreement and also set forth in the Contractor's Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, facilities scales, record keeping and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

2. **Solid Waste and Recycling Collection**

The Contractor shall collect, on a scheduled basis, Residential Solid Waste and Recyclables from each Residential Unit defined as all single-family dwellings and all multiple family dwellings of three units or less which share a common entrance within the corporate limits of the City of Huron. The total estimated number of Residential Units to receive curbside collection will be determined during the reconciliation process on June 15th of each year. Seasonal collection numbers will be given to the Contractor on a monthly basis to keep billing numbers as accurate as possible. All collection is to be made at the curb.

The Contractor shall provide automated curbside collection of Solid Waste and Recyclables from each Residential Unit. The Contractor shall provide all labor, vehicles, and carts. The Contractor would provide each Residential Unit with one 96-Gallon Wheeled Cart to be used to collect Solid Waste and one 64-Gallon Wheeled Cart to be used to collect Mixed Recyclables. At the request of a resident, following a 60-day period, the Contractor would provide a 64-Gallon Wheeled Cart for solid waste if a smaller cart is desired. All carts must be either new or in good repair and clean. The Contractor shall be responsible to repair or replace any broken carts caused by the Contractor's negligence. The Contractor would be responsible for distributing the carts to each Residential Unit with advance approval by the City and notification to residents as to the distribution date.

The Contractor will supply an extra Solid Waste or Recycle cart to any resident that requests an additional cart. The cost for the cart will be paid for by the resident to the Contractor. Residents will be instructed to contact the Contractor to request and pay the Contractor for the additional cart. Contractor will invoice the resident on a yearly basis for any additional carts.

The Contractor must provide an adequate number of collection vehicles to provide for the timely and efficient collection of Solid Waste. All vehicles must be kept in good repair and appearance and in a clean and sanitary condition at all times. All vehicles must be clearly marked with the identity and telephone number of the Contractor. This information must be visible on the back and on the sides of the vehicle. All vehicles must be designed for capture of liquids to prevent any liquids from leaking from the vehicle and onto City streets.

Solid Waste Collection will be provided on a scheduled basis to each Residential Unit each Monday between the hours of 7:00 a.m. and 6:00 p.m. If for any reason the Contractor is not able to collect Solid Waste on the scheduled day, the Contractor will notify the Service Director orally and via email of the reason and the anticipated length of the delay. If at any time the Contractor falls behind the regular collection for more than one (1) day the City will, at its discretion, cause waste to be collected by any means that is available. Full cost of such collection will be paid by the Contractor within thirty (30) days of receipt of invoice therefor.

The Contractor may develop its own collection routes and schedule, subject to approval by the City. Upon the City's approval, the Contractor will provide written notice of the collection day schedule to all Residential Units. Collection of all Solid Waste, Recyclables, and Yard Waste must take place on the same day. The City prefers the collection days to remain one day per week on Mondays.

The following will be holidays for the purposes of the Contract: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day and Christmas Day. The Contractor may observe any of these holidays by suspending collection service on the holiday and resuming collection service the following day.

The Contractor is responsible for collecting all bulky wastes and excess bagged waste set out on the curb. Bulky wastes may include but are not limited to stoves, water tanks, washing machines, furniture, mattresses and other large household items and appliances. Bulky items will be collected by the Contractor on the first Monday of each month.

The Contractor is not required to remove construction debris as a result of repair implemented by private contractors hired by the resident/homeowner. If the resident is doing small remodeling work and the construction debris is average in nature, the Contractor is responsible to collect said materials on the regularly scheduled collection day the first Monday of each month.

3. Solid Waste Transfer and Disposal Services:

The Contractor shall deliver all solid waste to the Erie County Sanitary Landfill.

4. Recycling Services

The Contractor shall deliver all Mixed Recyclables to a Material Recovery Facility for processing. The Material Recovery Facility shall have the ability to recycle the following materials at a minimum: mixed paper; cardboard; aluminum, steel and bi-metal cans; glass bottles and jars; PET and HDPE plastic bottles and containers, #3-7 rigid plastic containers, and cartons. The Contractor may add additional materials to the recycling list or remove items from the list as may be necessary. City agrees that Contractor in its sole discretion may determine any single load is contaminated and may refuse to collect it or may charge City for any additional costs, including (but not limited to) sorting, processing, transportation and disposal costs. Residents shall comply with all Applicable Laws regarding the separation of solid waste from Recyclable Materials and use its best efforts to not place items in the container that may result in a decrease in the value of Recyclable Materials or make the Recyclable Materials unsuitable for recycling.

5. Container Service

The Contractor shall provide and service containers to collect and dispose of Solid Waste and Recyclables at the locations and frequency requested by the City.

6. Yard Waste Service

The Contractor shall provide separate collection of source separated Yard Waste from each Residential Unit on a scheduled basis on the same day that solid waste and recyclables are collected. This service would take place from January 1 to December 31. The Contractor would be responsible for delivering the Yard Waste to a registered Composting Facility. This service will apply to all Yard Waste that is placed in compostable brown (kraft) bags or if loose in a container not bigger than 32 gallons nor exceed 35 lbs. in weight or bundles that are tied securely and do not exceed 3 foot in length nor exceed 35 lbs. in weight.

7. Customer Education:

The Contractor shall prepare and annually distribute a brochure to each Residential Unit, containing the City requirements for Residential Waste Collection and Recycling Services. The brochure shall include the Contractor's phone number; solid waste collection information; recycling instructions; holiday schedule; and any other information relevant to the services provided.

8. Customer Service and Notification:

The Contractor shall maintain a local office and local phone number to receive and respond to questions or complaints. The office must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate and if such allegation is verified, will arrange for collection within 24 hours after the complaint is received.

ARTICLE IV: PRICE, INVOICE AND PAYMENT

1. Price for Residential Waste Collection and Recycling Services.

During the term, the City agrees to pay the Contractor for the Residential Waste Collection and Recycling Services, the following amounts according to the following schedule. The price per ton for Residential Solid Waste Collection, Disposal and Recycling Services includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of December, 2022. Should any Governmental Fees increase during the term of the Contract, the Contractor may add the amount of the increase to the per ton disposal cost charged to the City via an agreed upon written proposed change order and, in the event the parties are unable to agree to the terms of any such proposed change order, the City shall promptly confirm its rejection of the proposed change order in writing to Contractor (the "Rejection Notice"). Thereafter, all existing written terms of this Agreement shall remain in full force and effect and the City may voluntarily and unilaterally terminate this Agreement within one hundred twenty (120) days of the Rejection Notice. In the event the City fails to timely terminate this Agreement within one hundred twenty (120) days of the Rejection Notice, the terms of the proposed change order shall take effect on the date that is one hundred twenty-one (121) days after the date of the Rejection Notice.

Price to Provide Waste, Recycling and Yard Collection on selected Options below:	
• Waste Schedule: January 1st through December 31st. • Recycle Schedule: January 1st through December 31st. • Yard Water Schedule: January 1st through December 31st.	
Year 1: 7/1/23 – 12/31/23	\$ 23.64 unit/month x collected units
Year 2: 1/1/24 – 12/31/24	\$ 24.82 unit/month x collected units
Year 3: 1/1/25 – 12/31/25	\$ 26.06 unit/month x collected units
Year 4: 1/1/26 – 12/31/26	\$ 27.37 unit/month x collected units
Option Year 1: 1/1/27 – 12/31/27	\$ 28.73 unit/month x collected units

<i>Option Year 2: 1/1/28 – 12/31/28</i>	\$ 30.17 unit/month x collected units
<i>Option Year 3: 1/1/29 – 12/31/29</i>	\$ 31.68 unit/month x collected units

Price for Additional Cart	
Indicate the price to be charged if a resident requests an additional cart. Resident to request additional cart via contractor and is to be billed via contractor for any additional carts.	
96-gallon wheeled cart Price Per Month	64-gallon wheeled cart Price Per Month
\$8.93 + \$7.88 Rental	\$8.93 + \$7.88 Rental

City Location Pricing

Location	Address	Container	Duration	Lift Cycle	Year 1	Year 2	Year 3	Year 4	Year 5
Huron Pier	10 N Main St	1x 2 Cu Yd	12 Month	Once week	\$34.09	\$40.99	\$43.04	\$45.19	\$47.45
Parks and Rec	110 Wall St	1x 6 Cu Yd	12 Month	Once week	\$117.12	\$122.97	\$129.12	\$135.58	\$142.36
Fabens Park	Adams and Taylor	2x 6 Cu Yd	Apr 1st to Oct31 st	Once week	\$303.25	\$318.41	\$334.33	\$351.05	\$368.60
Nickel Plate Park	100 Nickel Place Dr	1x 6 Cu Yd	Apr 1st to Oct31 st	Once week	\$303.25	\$318.41	\$334.33	\$351.05	\$368.60
Boat Basin	330 Main St	2x 6 Cu Yd	Apr 1st to Oct31 st	Once week	\$303.25	\$318.41	\$334.33	\$351.05	\$368.60
Boat Ramp	47 Cleveland Rd E	1x 6 Cu Yd	12 Month	Once week	\$151.63	\$159.21	\$167.17	\$175.53	\$184.31
Service Complex	10 Waterworks Dr	2x 6 Cu Yd	12 Month	Twice week	\$303.25	\$318.41	\$334.33	\$351.05	\$368.60
City Hall	417 Main St	1x 6 Cu Yd	12 Month	Once week	\$151.63	\$159.21	\$167.17	\$175.53	\$184.31

2. Record Keeping.

Monthly Reports and Annual Report

The Contractor must submit a monthly record of the total customers of Solid Waste, Recyclable Materials and Yard Waste collected for the preceding month and submit this with the monthly invoice to the City. The Contractor shall also submit a year-end annual report. The report will be due within 30-days of the end of the reporting year and include a month-by-month collection, accounting of the tonnage of Solid Waste, Recyclable Materials, and Yard Waste collected and disposed or recycled (as the case may be).

3. Billing Service and Payment.

The Contractor will invoice the City for services rendered at the close of each month and the City will pay the Contractor within thirty days of invoice. All unpaid invoices shall carry interest at a rate of 1.5% per month or, if lower, the maximum rate permitted by applicable state law, until the balance is paid in full.

4. Fuel Adjustments

The Contractor will apply a fuel adjustment to each monthly invoice if the price of diesel fuel increases or decreases over or under the established *base price* during the term of this contract. The established base price of diesel fuel is \$4.50 per U.S. gallon. This was the negotiated projected base price of diesel for the term of the contract.

Any fuel adjustment shall be applied as either a credit or a charge as a separate line item on the invoice, using the following Fuel Adjustment Table. To determine if a fuel adjustment is warranted, the Contractor and the City will use the price index published on the US Department of Energy website www.eia.doe.gov. The price to be used is the EIA *Midwest On-Highway Retail Diesel Price*.

The fuel adjustment may only be applied to the difference in the base price of \$4.50 per gallon as posted for the last week of the billing period. The adjustment equals 0.5% for every \$.10 increase or decrease in the per gallon price of fuel above or below the base price. To calculate the adjustment, multiply the applicable adjustment percentage as shown in the following table to the total monthly invoice and, in the event, the price per gallon increases or decreases beyond the figures in the Fuel Adjustment Table below, the same 0.5% for every \$.10 increase or decrease in the price per gallon of fuel shall determine the requisite adjustment. This amount should be applied as a credit on the invoice if the price of fuel decreases from the base price; alternately, this amount should be applied as a charge on the invoice if the price of fuel increases over the base price.

The following table is governed by the fuel cost listed weekly on the EIA Midwest On-Highway Retail Diesel Price (average all types). This table is not exhaustive and will continue in \$.10 cost increments, with additional 0.5% changes in the plus and minus'.

Fuel Adjustment Table	
\$4.20-\$4.29	-1.5%
\$4.30-\$4.39	-1.0%
\$4.40-\$4.49	-0.5%
\$4.50-\$4.59	Sample Base Price
\$4.60-\$4.69	+0.5%
\$4.70-\$4.79	+1.0%
\$4.80-\$4.89	+1.5%

ARTICLE V: PERFORMANCE BOND AND INSURANCE

1. Performance Bond

The Contractor after receiving a Notice of Award, will furnish a Performance Bond executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. The Performance Bond will be issued annually for each contract year during the term of the contract, including any option years, in the amount equal to the total annual cost of collection for Contract Year 1. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverages listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits reasonably acceptable to the City, and Contractor will furnish certificates of insurance to the City evidencing the required insurance has been procured and is in force.

The City and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability Insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 2010 0704 for General Liability and Umbrella/Excess Liability, ISO Form DA 9U74b 0614 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self-insurance, or self-funding arrangement maintained by City which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said Insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate. \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Workers' Compensation	Statutory limits
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate

Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage will include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract

ARTICLE VI: INDEMNIFICATION

1. General Indemnity

The Contractor will defend, indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each a City Indemnity) harmless from and against any and all actual or threatened liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), for any indemnifiable event which may hereafter occur resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property to the extent caused by Contractor's breach of this Agreement or any negligent act or willful misconduct of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within ten (10) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute, additional, or replacement sources for the delivery of all or a portion of the Residential Waste Collection and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement, and take any and all such action the City deems necessary to assure that the Residential Waste Collection and Recycling Services will be available to the City and its Residents, including but not limited to terminating this Agreement.

2. Contractor Breach: Opportunity to Cure and Termination.

Upon the material failure by the Contractor to comply with the terms and conditions of the Agreement, the City will provide written notice to the Contractor of any such material failure and demand that any such material failure be cured by the Contractor. The Contractor will have ten (10) days to provide the City with written assurance to the reasonable satisfaction of the City, which shall be substantiated by reasonable proof, that the material failure to comply with the Agreement has been cured. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) days, the City may terminate this Agreement. In the event the City notifies the Contractor of its intent to terminate the Agreement, the Contractor's surety, if any, will have the right to take over and perform the Agreement, provided, however, that if the surety does not commence performance thereof by the effective date of the termination of the Agreement, the City may prosecute the same by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to obtain cover, the effective date of the termination may be delayed by the City until it will have completed the process of obtaining a substitute service provider to provide the Residential Waste Collection and Recycling Services required herein. In such event, the Contractor will continue to perform its responsibilities under this Agreement until the effective date of termination. Notwithstanding any other provision herein, the City retains all other rights and remedies available at law against the Contractor by reason of such alleged breach of the Agreement. This Agreement may be terminated by the Contractor if City breaches a material provision of this Agreement that is not remedied by City within ten (10) business days following delivery of a written notice of breach from the Contractor to City.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

2. Notices

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by recognized overnight courier or by certified mail with return receipt requested with proper postage to the Contractor, attention Heather Brown, and to the City, attention City Manager, at their respective addresses set forth above. Any change in address must be given in like manner.

3. Waiver.

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. The parties hereto agree that venue for any and all disputes arising from or relating to this Agreement shall be exclusively venued in the State Courts of Erie County, Ohio.

5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

6. Binding Effect

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

7. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

ARTICLE IX. ACCEPTABLE WASTE; UNACCEPTABLE WASTE; TITLE;

Waste Materials mean non-hazardous waste (including Recyclable Materials (as defined in the Contract), but does not include Unacceptable Waste (as defined below).

The Waste Materials shall not contain any hazardous materials, wastes or substances; toxic substances, wastes or pollutants; contaminants; pollutants; infectious wastes; medical wastes; or radioactive wastes (collectively, "Unacceptable Waste"), each as defined by applicable federal, state or local laws, regulations or permits (collectively, "Applicable Laws"). Contractor may, in its sole discretion, reject any Unacceptable Waste provided by City. City upon receiving a notice of rejection from Contractor shall immediately remove such Unacceptable Waste from Contractor's collection vehicle or premises.

Contractor shall acquire title to Waste Materials when they are loaded into Contractor's truck or, if Contractor is providing disposal services only and not collection services, when they are delivered to Contractor's premises. Title to and liability for any Unacceptable Waste shall remain with City and shall at no time pass to Contractor. City shall indemnify and hold harmless Contractor from and against any and all claims, damages, suits, penalties, fines, remediation costs, and liabilities (including court costs and reasonable attorneys' fees) (collectively, "Losses") resulting from the inclusion of Unacceptable Waste in the Waste Materials.

ARTICLE X. FORCE MAJEURE

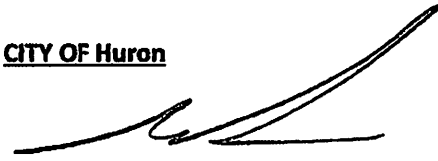
Except for City's obligation to pay amounts due to Contractor, any failure or delay in performance due to contingencies beyond a party's reasonable control, including strikes, riots, terrorist acts, compliance with Applicable Laws or governmental orders, fires, inclement weather and acts of God, shall not constitute a breach of this Agreement. The collection or disposal of any increased volume of Waste Materials resulting from a natural disaster or terrorist act shall be included as part of Contractor's services under this Agreement. In the event of such a natural disaster or terrorist act, Contractor and City will negotiate the payment to be paid to Contractor. Further, when the parties reach such an agreement, the City shall grant Contractor variances in routes and schedules, as deemed necessary, of Contractor.

ARTICLE XI. EXCLUSIVITY

City grants Contractor the exclusive right to provide the services under this Agreement during the term hereof, including renewal terms to the extent same are exercised by City.

IN WITNESS WHEREOF, the City and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

CITY OF Huron



Name

June 28, 2023
Date

Republic Services

Heather Brown

Name, Title

Heather Brown GM

June 28, 2023
Date

Contract Attachment A: Definitions
Attach Here

Contract Attachment B: Performance Bond

RESOLUTION NO. 44-2023

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO AWARD THE BID AND ENTER INTO AN AGREEMENT WITH REPUBLIC SERVICES INC. FOR THE PROVISION OF RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES FOR THE PERIOD OF JULY 1, 2023 THROUGH DECEMBER 31, 2026.

WHEREAS,

BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

SECTION 1: That the City having advertised for bids for residential waste collection and recycling services, the Council finds Republic Services Inc. To be the lowest and best bidder for such work. Therefore, the City Manager is authorized and directed to award the bid and enter into an agreement with Republic Services Inc., of 4005 Tiffin Ave., Sandusky, OH 44870, for the provision of residential waste collection and recycling services as set forth in the bid package for the period of July 1, 2023 through December 31, 2026; a copy of the agreement is attached hereto as Exhibit "A" and incorporated herein by reference.

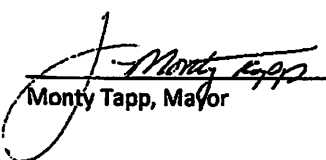
SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:



Clerk of Council


Monty Tapp, Mayor

ADOPTED:

JUNE 27 2023

RESOLUTION NO. 69-2023

Introduced by Joel Hagy

A RESOLUTION AUTHORIZING THE CITY MANAGER TO ENTER INTO A FIRST AMENDMENT TO FORM OF CONTRACT FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES WITH REPUBLIC SERVICES INC., WHICH ORIGINAL AGREEMENT WAS AUTHORIZED BY HURON CITY COUNCIL IN RESOLUTION NO. 44-2023 ADOPTED ON JUNE 27, 2023, IN ORDER TO CORRECT SCRIVENER'S ERRORS CONTAINED IN THE ORIGINAL CONTRACT.

WHEREAS, the Huron City Council previously adopted Resolution No 44-2023 on June 27, 2023 authorizing an Agreement with Republic Services Inc. dated June 28, 2023 for the provision of residential waste collection and recycling services for the period of July 1, 2023 through December 31, 2026 (hereinafter, the "Original Agreement"); and

WHEREAS, subsequent to execution of the Original Agreement, a rate audit of the Original Agreement determined that scrivener's errors are contained in portions of the City Location Pricing table contained in Article IV, Section 1 of the Original Agreement pertaining to "Parks and Rec" and "Nickel Plate Park;" and

WHEREAS, the First Amendment of Contract includes revisions to the City Location Pricing table to reflect proper pricing relating to "Parks and Rec" and "Nickel Plate Park;" and

WHEREAS, the City and Council believe the changes requested are reasonable, necessary and beneficial to the City of Huron.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF HURON, OHIO:

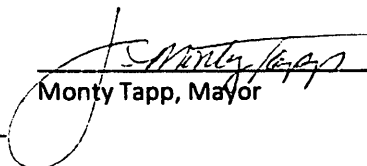
SECTION 1: That the City Manager be, and he hereby is, authorized to enter into a First Amendment to Form of Contract for Residential Waste Collection and Recycling Services to reflect corrections made to scrivener's errors made in Article IV, Section 1 of the Original Agreement. A copy of said First Amendment to Form of Contract for Residential Waste Collection and Recycling Services is attached hereto as Exhibit "A."

SECTION 2: That this Council hereby finds and determines that all formal actions relative to the adoption of this Resolution were taken in an open meeting of the Council and that all deliberations of this Council and of its committees, if any, which resulted in formal action, were taken in meetings open to the public in full compliance with applicable legal requirements, including O.R.C. §121.22 of the Revised Code.

SECTION 3: This Resolution shall be in full force and effect from and immediately following its adoption.

ATTEST:


Clerk of Council


Monty Tapp, Mayor

ADOPTED:

24 OCT 2023

**FIRST AMENDMENT TO FORM OF CONTRACT FOR RESIDENTIAL WASTE
COLLECTION AND RECYCLING SERVICES**

This First Amendment to the Form of Contract for Residential Waste and Recycling Services (herein called the "First Amendment"), made by and between the **City of Huron**, an Ohio chartered municipality (herein called the "City") and **Republic Services** (who is herein called "Vendor") (with the City and Vendor being individually referred to herein as "Party" and collectively referred to herein as "Parties"), is to EVIDENCE THAT:

WHEREAS the Parties entered in that certain Form of Contract for Residential Waste and Recycling Services on June 28, 2023 (the "Agreement");

WHEREAS the Parties desire to amend the Agreement to modify certain rates due to scrivener's error;

NOW, THEREFORE, pursuant to Article VIII, Section 1 of the Agreement, the Agreement is hereby amended as follows, effective as of the date that this First Amendment is approved by the Huron City Council (the "Effective Date"):

1. All capitalized terms herein shall have the same meaning and effect as such capitalized terms in the Agreement.

2. As of the Effective Date, portions of the City Location Pricing table contained in Article IV, Section 1 of the Agreement pertaining to "Parks and Rec" and "Nickel Plate Park" shall be eliminated in their entirety and shall be replaced with the following:

Location	Address	Container	Duration	Lift Cycle	Year 1	Year 2	Year 3	Year 4	Year 5
Parks and Rec	110 Wall St	1x 6 Cu Yd	12 Month	Once week	\$151.63	\$159.21	\$167.17	\$175.53	\$184.31
Nickel Plate Park	100 Nickel Place Dr	1x 6 Cu Yd	Apr 1 st to Oct 31 st	Once week	\$151.63	\$159.21	\$167.17	\$175.53	\$184.31

3. In all other respects, the provisions of the Agreement not modified by this First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this First Amendment to be effective as of the Effective Date herein.

[SIGNATURE PAGE FOLLOWS]

City of Huron

Date: October 26, 2023

By: 
Matthew D. Lasko, City Manager

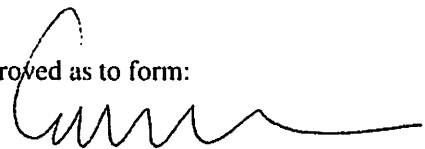
"City"

Republic Services

Date: _____

By: _____
Heather Brown, General Manager

"Vendor"

Approved as to form:


Todd A Schrader, Esq., Law Director