

MEMORANDUM OF UNDERSTANDING (MOU) BETWEEN BROWNING FERRIS INDUSTRIES OF OHIO, INC. (BFIO) and WELLINGTON TOWNSHIP, OHIO FOR THE COLLECTION AND DISPOSAL OF SOLID WASTE, RECYCLABLE MATERIAL COLLECTION/PROCESSING, YARD WASTE COLLECTION AND BULK MATERIALS PICK UP.

SERVICES

1. Beginning ~~January 1, 2025~~ ^{FEBRUARY} and continuing to **January 31, 2031**, curbside solid waste collection and disposal, recyclable material collection/processing, yard waste collection and bulk pick-up services will be offered to all Wellington Township, Ohio residents who contract with Browning Ferris Industries of Ohio, Inc (BFIO) weekly on Wednesday of each week (subject to change). BFIO provides ninety-six (96) or sixty-four (64) gallon automated refuse carts for residents who contract with BFIO (Contracted Residents). All automated carts are and will remain the property of BFIO.
2. BFIO will only remove refuse and recyclables contained within the automated refuse and recycling carts (with lids closed). BFIO will collect bulk items from individual contracted households every week on the same day of the week as Contracted Residents' usual curbside service (6 items maximum per week). Bulk items include, but are not limited to, washers, dryers, household furniture, carpeting, window air conditioning units, freezers, refrigerators, dehumidifiers etc. (Freon/gasses must be removed from appliances prior to placing them at the curb along with certs of removal.) All mattresses and fabric containing furniture must be wrapped in plastic and sealed with tape for removal to occur. If a refuse cart is not adequate to contain the volume of residential waste generated by the household, the Contracted Resident may make arrangements with the hauler for removal of additional refuse at additional expense by calling BFIO at (440)458-5191. BFIO services will not include the collection or disposal of hazardous waste, (1) radioactive, volatile, corrosive, highly flammable, explosive, biomedical, infectious, biohazardous, or toxic waste as defined by applicable law; or (2) any otherwise regulated waste ("Unacceptable Waste"). Title to and liability for any such Unacceptable Waste will at no time pass to BFIO and will remain with the generator of the Unacceptable Waste
3. Recyclable materials for collection by BFIO include plastics numbers 1-7, aseptic containers (sterile, sealed containers, such as milk cartons and juice boxes), aluminum cans, bi-metal cans, glass bottles and jars, telephone books, newspapers, magazines, catalogs, junk mail, cardboard and paperboard and all office/school papers. Recyclables do not have to be separated according to material type. All food and beverage containers must be rinsed prior to placing them in an automated cart. If market conditions develop that limit or inhibit BFIO from selling some or all of the recyclable material, BFIO may at its option and upon notice to Township residents (i) redefine recyclable material, (ii) suspend or discontinue any or all Services with regard to that material, or (iii) dispose of the material in a landfill and update the pricing accordingly. Any such actions, if taken, may be reversed, or further changed as market conditions dictate.
4. BFIO will collect residential yard waste on the same day of the week as Contracted Resident's usual curbside service. Yard waste may be placed at the curb in transparent plastic or brown paper bags, or loose in cans of the same type as a trash can, clearly marked "YARD WASTE" and must not exceed 35 lbs. in weight. Bundled branches must be 4" in diameter or less and cannot exceed 35 lbs. per bundle.
5. Residential curbside service may be one day later than the regular day of service after these holidays: New Years Day, Memorial Day, the 4th of July, Labor Day, Thanksgiving Day, and Christmas Day.
6. Republic Services Permissible Pass-Through Charges. Any and all Governmental Fee increases incurred for the collection and processing of Solid Waste and Recyclables may be passed on by BFIO. A Governmental Fee is a fee applied to the collection disposal or processing of Solid Waste or Recyclables levied by the United States Federal Government, State of Ohio, County, Township, Municipality or Solid Waste District. BFIO shall give Wellington Township 60 days' notice before adjusting for Governmental Fee modifications.



PRICING

- A. Rates will be billed quarterly to all Contracted Residents
- B. BFIO's rate per quarter for a 96- gallon solid waste container and a 64- gallon recycled materials container will start at \$ 21.61 monthly, to be billed quarterly.
- C. BFIO's rate per quarter for a 64 - gallon solid waste container and a 64- gallon recycled materials container for **eligible senior citizens** will be \$ 21.00 monthly, to be billed quarterly. BFIO is solely responsible for defining the status of an "eligible senior citizen" and communicating that status to all Contracted Residents. BFIO will utilize Lorain County Homestead Exemption guidelines as a standard (subject to change).
- D. ***An additional fee of \$2.00 per residence for quarterly invoicing will be added to each Contracted Residents quarterly billing to cover the individual mailing charges based upon USPS rates effective August 1, 2024. Rates subject to change as mailing/processing rates change.
- E. Terms /prices as follows;

	Regular monthly rate	Quarterly billing amount	"Eligible Senior Citizen" monthly rate	"Eligible Senior Citizen" Quarterly billing amount
2/1/25 thru 1/31/26	\$21.61	\$64.83	\$21.00	\$63.00
2/1/26 thru 1/31/27	\$22.69	\$68.07	\$22.00	\$66.00
2/1/27 thru 1/31/28	\$23.82	\$71.46	\$23.00	\$69.00
2/1/28 thru 1/31/29	\$24.89	\$74.67	\$24.00	\$72.00
2/1/29 thru 1/31/30	\$26.01	\$78.03	\$25.00	\$75.00
2/1/30 thru 1/31/31	\$27.18	\$81.54	\$26.00	\$78.00

MISCELLANEOUS TERMS

1. By execution of this MOU, Wellington Township approved of BFIO's offering the describes services to its residents. No endorsement or exclusivity is given awarded or intended by Wellington Township. Wellington Township's act or omission of allowing alternate solid waste companies to offer the same or similar services to its residents does not constitute a violation of any term of this MOU by Wellington Township. No payments between Wellington Township and BFIO are envisioned or required by this MOU.
- 1) BFIO hereby indemnifies Wellington Township for all loss or damage to Wellington Township, to Contracted Residents or to third parties which arise as a result of BFIO's negligence or willful misconduct in the collection and disposal of solid waste, recyclable material collection/processing, yard waste collection and bulk materials pick-up activities.
- 2) This MOU shall terminate on January 31, 2031, unless terminated earlier.
- 3) Wellington Township may terminate this MOU upon providing BFIO with six months' written notice of its intent to terminate. BFIO may terminate this MOU under these same conditions.
- 4) Each individual signing this MOU expressly represents and warrants that they have the right, legal capacity, and full authority to execute this MOU on behalf of BFIO or Wellington Township.



- 5) The provisions of this MOU are binding upon and inure to the benefit of the parties and their respective successors and assigns.
- 6) 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 MOU.
- 7) This MOU constitutes the entire understanding between the parties in respect to the subject matter hereof.
- 8) This MOU may be executed in one or more counterparts, each of which shall be deemed an original and all of which combined shall constitute on and the same instrument. Facsimile and/or electronic signatures shall be valid and treated the same as original signatures.

IN WITNESS WHEREOF, the parties hereto, each acting under due and proper authority have executed this Agreement as of the date written above.

IN WITNESS WHEREOF, the duly authorized representatives of BFIO and Wellington Township have executed this MOU on the 10th day of October, 2024.

Township of Wellington, Ohio

By:

Print Name: Fred Pitts
Title: Board Chairman
Date: 9-1-24

Browning-Ferris Industries of Ohio, Inc.
dba REPUBLIC SERVICES OF ELYRIA

Chase Ritenauer

General Manager

Date: 9/30/24



40195 Butternut Ridge Road, Elyria, OH 44035