

RESOLUTION APPROVING CONTRACT WITH PENN OHIO FOR WASTE COLLECTION

WHEREAS, Janet Discher, County Administrator, has presented a contract for the approval of the Board, to-wit:

Provider: Penn Ohio, 4813 Woodman Avenue, Ashtabula, OH 44004

Project: To provide waste collection services for courthouse, county jail, Sheriff's garage, OSU Ext/Soil and Water, EMA

Cost: Not to exceed \$25,380

Term: 3 years starting April 1, 2021 and terminating March 31, 2024

THEREFORE, BE IT RESOLVED, By the Board of Commissioners of Ashtabula County, Ohio, that the contract outlined above is hereby approved in accordance with the copy on file in this office.

**ASHTABULA COUNTY COMMISSIONERS
CERTIFICATION PAGE**

Resolution No. 2021-116

March 23, 2021

**RESOLUTION APPROVING CONTRACT WITH PENN OHIO FOR WASTE
COLLECTION**

Upon the motion of J.P. Ducro IV, seconded by Casey R. Kozlowski.

VOTE:

**Kathryn L. Whittington
J.P. Ducro IV
Casey R. Kozlowski**

**Aye
Aye
Aye**

CERTIFICATE OF CLERK

IT IS HEREBY CERTIFIED that the foregoing is a true and correct transcript of a resolution acted upon and duly passed by the Board of County Commissioners of Ashtabula County, Ohio, on the date noted above.



Lisa Hawkins, Clerk of the Board
Board of County Commissioners
Ashtabula County, Ohio

This Agreement is entered on this 23rd day of March, 2021, by the Board of County Commissioners, Ashtabula County, Ohio, (hereinafter, County) whose address is 25 West Jefferson, Jefferson, Ohio 44047 and PennOhio Corporation Waste Processing & Equipment 4813 Woodman Ave Ashtabula, Ohio 44004 (hereinafter, Contractor).

Municipal Solid Waste Services to be provided by Contractor pursuant to the attached proposal for a period of three years beginning on April 1, 2021. Either party shall have the right to terminate this agreement for any reason with 30 days written notice.

Charges and Payments: County shall pay Contractor on a monthly basis for the collection and disposal service provided by Contractor in accordance with the proposal submitted, to be invoiced monthly. Pricing includes fuel surcharge & all environmental fees. Payment shall be made by County within 30 days after receipt of an invoice from Contractor.

Amendment of this agreement may be made only in writing, agreed to by both parties.

Equipment: Penn Ohio

Contact person for purposes of this Agreement: Russ Nank, Sales/Operation, Penn Ohio

Contractor shall not subcontract any portion of Contractor's duties under this Agreement without prior written consent of County.

Independent Contractor: It is hereby agreed by and between the parties that the relationship between the Contractor and the County shall be that of an independent contractor and that no employer-employee, or agent-principal relationship is created by this contract. The County is interested in the results achieved and the conduct and control of the work will lie solely with the Contractor. The Contractor is not entitled to any of the benefits the County does provide its employees. It is further understood that the County does not agree to use the Contractor exclusively. Moreover, it is understood that the Contractor is free to contract for similar services to be performed for other parties while he is under contract with the County. The Contractor shall be solely liable and responsible to pay all required taxes and other obligation, including, but not limited to, withholding and social security.

Hold Harmless: The Contractor agrees that it will defend, indemnify and hold Ashtabula County, its officers, employees, agents and assigns harmless from any liabilities, claims or demands arising out of work performed pursuant to this contract from persons who are not a party thereto and who claim or allege any personal injury or death or any damage to their property due to the intentional or negligent acts of the Contractor's or its officers, employees or agents. The County shall give timely notice and accord to the Contractor the right to defend and settle all such claims.


Governing Law: This Agreement shall be interpreted, construed and enforced in accordance with the laws of the State of Ohio. Exclusive jurisdiction and venue for any claim or action arising out of or relating to this Agreement shall be in the Ashtabula County Court of Common Pleas.

Waiver: Any waiver by either party of any provision or condition of this Agreement shall not be construed or deemed to be a waiver of any other provision or condition of this Agreement, nor a waiver of a subsequent breach of the same provision or condition.

Severability: If any section, subsection, sentence, clause, phrase, or portion of this Agreement shall for any reason be held invalid, unenforceable, or unconstitutional by a court of competent jurisdiction, such portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions hereof.

Entire Agreement: This Agreement includes only this document and the proposal submitted by Contractor. Taken together, they shall constitute the entire Agreement of the parties and shall supersede all prior negotiations, proposals, and representations, whether written or oral.

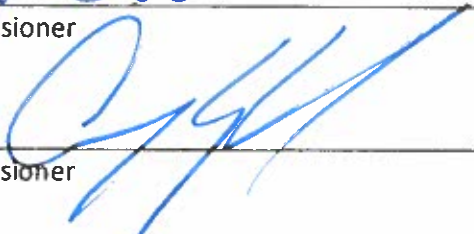
Ashtabula County Board of Commissioners


Commissioner

3-23-21
Date

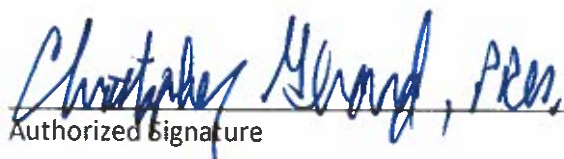

Commissioner

3-23-21
Date


Commissioner

3-23-21
Date

PennOhio


Authorized signature

03-19-21
Date

PennOhio Corporation

Waste Processing & Equipment

4813 Woodman Ave
Ashtabula, Ohio 44004
Phone (440) 645-8313
Fax (440) 992-9462

PROPOSAL SUBMITTED TO: Ashtabula County Commissioners

Thank you for the opportunity to present our full-service refuse collection services.

We at PennOhio are committed to providing the finest quality service available.
With confidence in our ability to serve you, we recommend the following:

EQUIPMENT/SERVICE SPECIFICATIONS

Qty	Cubic Yard	Service	Pricing
1	6yd - 3x week	25 W Jefferson Street	\$265.00 Billed Monthly
1	6yd - 3x week	County Jail	\$265.00 Billed Monthly
1	2yd - 1x week	556 Oak Street	\$60.00 Billed Monthly
1	2yd - 1x week	39 Wall Street	\$60.00 Billed Monthly
1	2yd - 1x month	17 N Market Street	\$55.00 Billed Monthly


SPECIAL INSTRUCTIONS:

Pricing includes fuel surcharge & all environmental fees,

ACCEPTANCE OF PROPOSAL

THE ABOVE PRICES, SPECIFICATIONS AND CONDITIONS ARE SATISFACTORY AND ARE HEREBY ACCEPTED.

ASHTABULA COUNTY COMMISSIONERS


(AUTHORIZED SIGNATURE)

DATE 3-23-21 TITLE President

PENNOHIO



(AUTHORIZED SIGNATURE)

DATE 3/19/21 TITLE operations

Signature Page

Agreement Title: Approving contract with Penn Ohio for waste collection

Approved as to Legal Form Only:

By:  _____
Colleen M. O'Toole,
Ashtabula County Prosecutor

Dated: 3/22 _____, 2021

FISCAL OFFICER'S CERTIFICATE

5705.41 O.R.C.

The undersigned, County Auditor of Ashtabula County, hereby certifies that the amount required to meet the obligations of the County during the year 2021 under the Agreement has been lawfully appropriated for that purpose, and is in the Treasury of the County or in the process of collection to the credit of: **1001.001.108-622 Maintenance Utilities \$5,640 for 2021** and free from any previous encumbrances.

Agreement Title: Contract with Penn Ohio for Waste Services



David Thomas
Ashtabula County Auditor

Date: _____

7/19/21