

ORDINANCE NO.: 2025- 29

FIRST READING May 12, 2025

INTRODUCED BY: CHRIS BERGER

SECOND READING WAIVED

THIRD READING WAIVED

ORDINANCE APPROVING THE AGREEMENT BETWEEN ARIS COMPANY AND THE VILLAGE OF SOUTH RUSSELL IN AN AMOUNT NOT TO EXCEED A TOTAL OF \$304.50 FOR A HANDICAPPED PORTABLE RESTROOM UNIT AND SERVICES THERETO IN THE VILLAGE, AUTHORIZING THE STREET COMMISSIONER AND MAYOR TO EXECUTE THE AGREEMENT ON BEHALF OF THE VILLAGE, AND DECLARING AN EMERGENCY.

WHEREAS, Council desires to provide for a handicapped portable restroom unit and services thereto within the Village, including but not limited to the Village Park;

WHEREAS, Aris Company provides such portable restroom facilities and services and has provided Council with a proposed agreement leasing such facilities to the Village ("Agreement"); and

WHEREAS, Council desires to enter into such Agreement with Aris Company.

NOW, THEREFORE, BE IT ORDAINED by the Council of the Village of South Russell, Geauga County, Ohio that:

SECTION 1. The Agreement between the Village of South Russell and Aris Company, attached hereto and incorporated herein by reference as Attachment A, obtaining Aris Company to provide for a handicapped portable restroom unit and services thereto to the Village in an amount not to exceed a total of \$304.50, is hereby approved.

SECTION 2. The Street Commissioner and Mayor are hereby authorized to execute the Agreement on behalf of the Village and are authorized to take all necessary and other action in accordance with Agreement.

SECTION 3. It is hereby found and determined that all formal actions of this Council concerning and relating to the passage of this Ordinance were adopted in an open meeting of this Council, and that all deliberations of this Council and of any of its committees on or after December 2, 1975, that resulted in formal actions, were in meetings open to the public in compliance with all legal requirements, including Section 121.22, Ohio Revised Code.

SECTION 4. That this Ordinance is declared to be an emergency measure necessary for the immediate preservation of the public peace, property, health and safety of the inhabitants of the Village and for the further reason to enable the Village to obtain such handicapped portable restroom unit and services thereto for the Village in a timely manner; wherefore, provided it receives the affirmative vote of at least two-thirds (2/3) of all members elected to Council, this Ordinance shall be in full force and effect from and immediately upon its passage by this Council and approval by the Mayor.

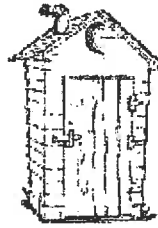
William A. Koons
Mayor - President of Council

ATTEST:

Danielle Romanowski
Fiscal Officer

I certify that Ordinance No. 2025- 29 was duly enacted on the 12TH day of MAY, 2025, by the Council of the Village of South Russell, and published in accordance with the Codified Ordinances of the Village.

Danielle Romanowski
Fiscal Officer



Aris Company
P.O. Box 23097
Chagrin Falls, OH 44023
arisrentals.com
Phone: 330-562-8300
Fax: 330-562-8350

Lessee Name: Village of South Russell

Billing Address: 5205 Chillicothe Road South Russell, OH 44022

Aris Company hereby leases the above named customer portable restroom facilities and service at the rate(s) of \$195 HC CON + \$9.50 Fuel + \$100 Non - Route Delivery per unit per 28 day billing cycle (plus tax where applicable (November thru March rentals will be subject to winterization charge). Fuel surcharge may be applicable. Aris shall deliver property to lessee's at desired location and will furnish units with all necessary supplies & services. Lessee agrees not to remove the leased property from the location and shall not sublease said property. Lessee agrees to order sufficient service so as to not overtax designed tank capacity. Should a lessee-designated delivery or service location cause vehicle damage or towing necessity, the lessee is responsible for resulting charges & labor expense. Aris Company delivery persons reserve the right to change/refuse a delivery location which may cause damage to equipment, property, or persons. Aris is not responsible for any tip over units. Customers assume all liability with securing the unit.

Damage Clause:

The purpose of the damage waiver is to limit the liability for vandalism, theft and accidental damage to portable sanitation equipment at a monthly rate of \$10.00 per standard unit and \$16.00 per all other units as follows:

1. Protection against fire, theft or vandalism 24 hours a day, 7 days a week.
2. There is a deductible. You are protected against all damages over and above the \$150.00 deductible on

standard units, and \$500.00 deductible on all other types of units. The replacement value of the rental unit varies by type.

3. If unit is stolen, you pay only the deductible. However, we ask that you provide us with a copy of the police report within 7 days of report.

4. Portable toilets are provided for the purpose of handling human waste only. Therefore, no refuse, hazardous waste or hazardous material shall be placed in a portable toilet. Aris is not licensed to handle hazardous waste and the facilities where we dispose of sewage will not accept it. Any substance other than human waste will be treated as hazardous. Lessee agrees to pay any cost to dispose of such waste.

5. This is an optional program. You or your insurance company can accept full responsibility for all damages by signing the decline portion of the form and returning it to us along with a copy of your insurance.

*6. BY NOT RETURNING THIS FORM YOU AGREE TO BE AUTOMATICALLY ENTERED INTO THE PROGRAM AND CHARGES WILL BE REFLECTED ON YOUR NEXT INVOICE.

Terms:

Minimum two (2) billing cycle rental charge required per site. If lease is terminated prior to second or subsequent month's end, lessee will be charged per diem at a rate equal to the monthly rate. Delinquent accounts shall be charged a \$30.00 per month late fee each month until account is made current. Delinquent accounts in which service has been suspended will remain onsite & continue in billing until account is PAID IN FULL. If a credit card is on file, lessee authorizes to have any outstanding balance charged to said account if delinquent more than 30 days. Returned checks shall be charged a \$39.00 fee. Payment is due upon receipt of invoice. Rates/Fees are subject to change at anytime. Deposits made on ANY rentals are NON REFUNDABLE! Lessee agrees to pay any legal fees resulting from collection on late invoices.

Please check the appropriate box and return to us: PLEASE ONLY CHECK 1 OPTION

☐ I have read the above information and DECLINE the damage waiver and agree to pay for all damages, repairs and cost if any and all loss occurs

☐ I have read the above information and ACCEPT the damage waiver

Customer Name: VILLAGE OF SOUTH RUSSELL

* If you would like your credit card charged monthly please check ☐ Yes -OR- ☒ No

William G. Koon

Signature of person authorized to sign