

A RESOLUTION AUTHORIZING THE MAYOR AND THE FINANCE DIRECTOR TO ENTER INTO AN AGREEMENT WITH GREAT LAKES RECYCLING, INC. d/b/a SIMPLY RECYCLING, AND DECLARING AN EMERGENCY

WHEREAS, this Council has determined that it would be in the best interest of the Village to expand the curbside recycling options of residents to include soft recyclables, meaning household and personal items not generally able to be recycled through traditional curbside recycling programs; and

WHEREAS, this Council desires to authorize the Mayor and the Finance Director to enter into a contract with Great Lakes Recycling, Inc. d/b/a Simply Recycling to perform said soft recycling services, at no cost to the Village.

NOW THEREFORE, BE IT RESOLVED, by the Council of the Village of Richfield, County of Summit , State of Ohio, that:

SECTION 1. The Mayor and Finance Director are hereby authorized to enter into a three (3) year contract with Great Lakes Recycling, Inc. d/b/a Simply Recycling for curbside collection of soft recyclables, at no cost to the Village, in a form substantially the same as that attached hereto as Exhibit A, which is incorporated herein fully by reference, subject to final approval of the Law Director.

SECTION 2. It is found and determined that all formal actions of this Council concerning and relating to the adoption of this Resolution were adopted in an open meeting of this Council, and that all deliberations of this Council and any of its committees that resulted in such formal action were in meetings open to the public, in compliance with legal requirements, including section 121.22 of the Ohio Revised Code.

SECTION 3. This Resolution is hereby declared to be an emergency measure necessary for the preservation of the public health, safety and welfare of the residents of the Village of Richfield, County of Summit, State of Ohio and for the further purpose of allowing the collection of soft recycling under the contract to begin by May 2014; wherefore, provided this Resolution receives the affirmative vote of two-thirds of the members of Council elected or appointed, it shall take effect immediately upon its passage and execution by the Mayor; otherwise, it shall take effect and be in force from and after the earliest period allowed by law.

PASSED: _____

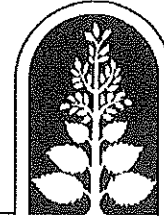
President of Council

Mayor

Dated: _____

ATTEST:

Clerk of Council



Legislation Request

Requested by: Melanie Baker, Service Director

Date: 4/8/2014

Date of Mtg. needed: Council Meeting 4/15/2014

Type of legislation: Resolution Ordinance

To enter into a contract with Great Lakes Recycling, Inc. dba Simple Recycling for curb side collection of soft recyclables.

Departments involved: Service

Legislation: to allow the Mayor and Finance Director to enter into a contract with Great Lakes Recycling, Inc. dba Simple Recycling for curb side collection of soft recyclables and declaring an emergency.

Executive Summary:

This is a new program supported and promoted by Summit / Akron Solid Waste Management Authority DBA ReWorks. This will be a contract that will be for the rest of this year and next year to match our current trash contract. This contract will allow Village residents to recycle items such as textiles, clothing shoes, books, etc. This will allow for our residents to have greater access to recycling and removal unwanted items at their own homes curbside.

History:

This is a new program promoted by ReWorks and will be new to the Richfield Community.

Price Quote: There is no price quote.

Competitive Bid: NO

State Bid: No

Other: N/A

Appropriations: None needed. There is no cost for this service. If our tonnage is high enough, we can earn \$.01 per pound that can be put towards our recycling cost with our trash hauler, or we can utilize for other recycling opportunities.

Purpose & Explanation

This service will provide Village residents with another opportunity for proper recycling of items at their own home with curb side pickup.

Decision for purchase – N/A

Timing

We would request that this legislation have the emergency clause and be approved immediately. We would like to promote this new service at Project Pride April 26 and begin this service in May.

Attachments

Agreement for collection of soft Recyclables as proved by Simple Recycling.

AGREEMENT FOR COLLECTION OF SOFT RECYCLABLES

This Agreement for the Collection of Soft Recyclables ("Agreement") is made and entered into this ___ day of _____, 2014, by and between Richfield Township and the Village of Richfield, Ohio (herein referred to as "RICHFIELD") a municipal solid waste authority with a business location at _____, RICHFIELD, Oh, and Great Lakes Recycling, Inc. dba Simple Recycling, an Ohio corporation (herein referred to as "Contractor") with a business address at 5425 Naiman Parkway, Solon, OH 44139.

WITNESSETH:

WHEREAS, Contractor is skilled and experienced in the collection and efficient recycling and disposition of Soft Recyclables;

WHEREAS, RICHFIELD desires to limit and restrict the quantity of Soft Recyclables which are deposited in the landfill;

WHEREAS, RICHFIELD has selected Contractor to collect, identify, haul, recycle and/or dispose of Soft Recyclables in the Service Area;

WHEREAS, Contractor can provide such services and is in the business of and has the expertise, experience, resources and capability to perform the collecting, identifying, packaging, hauling, recycling and/or disposing of Soft Recyclables;

Now, THEREFORE, in consideration of the premises and material promises set forth below the parties hereby agree as follows:

1. **Term.** The term of this Agreement shall begin upon approval by RICHFIELD and terminate and continue for a three (3) year term. At the end of the three (3) year term Contractor and RICHFIELD have the right to renew for an additional three (3) year term upon mutual agreement. During the term Contractor shall have the sole and exclusive rights to pick up Soft Recyclables in the Service Area through municipal contracted pick up.

2. **Termination.** Either party may terminate not terminate this Agreement without cause of penalty upon forty-five (45) days written notice. Should RICHFIELD elect to terminate this Agreement under the aforementioned provisions, it shall not enter into any other Soft Recyclables program in the Service Area for a period of three (3) years unless undertaken with the Contractor, unless said restriction is waived in writing by the Contractor. However, should RICHFIELD elect to terminate this Agreement due to a failure of the Contractor to meet the terms of and conditions of this Agreement, RICHFIELD shall not be precluded from entering into any other agreements for the collection, identification, packaging, hauling, recycling and/or disposing of Soft Recyclables.

3. **Collection Schedule.** Contractor shall divide the Service Area into collection areas to coincide with RICHFIELD collection dates. Collections shall be made from Service Recipients

on a regular schedule on the same day every other week in accordance with the existing recycling pickup schedule; however, Contractor reserves the right to alter the frequency of the scheduled pickups on an as needed basis.

Contractor shall furnish maps for each collection route showing the day Soft Recyclables shall be collected from the area. Said map shall be furnished to RICHFIELD a minimum of 14 calendar days prior to the beginning of collection service under this Agreement and shall be updated yearly, upon the request of RICHFIELD or if Contractor desires to change the schedule.

Contractor shall not be required to perform any service under this Agreement on Holidays. Following all Holidays, each Service Recipient shall receive collection service on the day following its normally scheduled collection with the weeks work to be finished by Saturday. For a Monday Holiday, Monday through Friday collection shall be rescheduled for Tuesday through Saturday. For a Thursday Holiday, Thursday and Friday collection shall be rescheduled for Friday and Saturday. For a Friday Holiday, Friday collection shall be rescheduled for Saturday. (**We will follow the city recycling holiday schedule)

4. Collection. Contractor shall collect all acceptable set-outs of Soft Recyclables set-out for recycling and collection by Residential Customers. No service is provided to Commercial Customers and in no event shall Contractor be required to accept any Excluded Items. Contractor must collect all Soft Recyclables set out in the Recycling Container. Contractor shall *not* be responsible for collecting Soft Recyclables which have fallen or been placed Curbside but are not in a Container. Contractor agrees to operate collection vehicles in such a manner to prevent materials from being blown from the vehicle. If at any time during collection and transport, Soft Recyclables are spilled onto a street, sidewalk, or private property, Contractor shall clean up and place in the collection vehicle all Soft Recyclables before the vehicle proceeds to the next stop on the collection route or shall promptly make all other necessary arrangements for the immediate clean up of spilled Soft Recyclables. Contractor agrees to remove and dispose of all Soft Recyclables at no cost to RICHFIELD. Contractor may interrupt the regular schedule and quality of service because of street repairs, snow or other closures of public routes.

5. Contamination and Improper Set Out. If Contractor encounters any improperly packaged Soft Recyclables or other contaminants in the Container, Contractor may leave those materials in the Container or remove them from the Container and leave them Curbside. Contractor must place a tag on the contaminant(s) that is not collected, collect the acceptable items, and leave contaminants at Curbside.

6. Set Out Procedures. Residents shall place Soft Recyclables into Containers and place Containers at Curbside for collection. Overflow material shall be placed adjacent to the Container(s) in plastic bags or other easily handled container. Soft Recyclables shall not be set out in tied bundles. Contractor must collect all Soft Recyclables that are set out in this manner and are placed within seven (7) feet of the Curbside. Containers shall be placed in a manner that will not interfere with or endanger the movement of vehicles or pedestrians. When construction work is being performed in the right-of-way, Containers shall be placed as close as practicable to an access point for the collection vehicle. Contractor may decline to collect any Soft Recyclables not set out in accordance with this paragraph.

7. **Ownership.** Soft Recyclables set out for collection on the regularly scheduled collection day shall belong to Contractor from the time of its set out. Soft Recyclables physically collected by Contractor shall be deemed acceptable Soft Recyclables for the purposes of its obligations under this Agreement.

8. **Inventory of Containers.** During the term of this Agreement, Contractor shall purchase and maintain an inventory of Containers for distribution to Service Recipients. Prior to commencement of this Agreement, Contractor shall provide new Containers to each Service Recipient. Containers shall initially be delivered to Service Recipients with an informational brochure on the recycling collection program produced and printed by the contractor and approved by RICHFIELD. A Container distribution plan will be submitted to and approved by RICHFIELD prior to distribution.

9. **Missed Collections and Complaints.** Service Recipients shall be instructed to report missed collections and complaints to Contractor. Contractor shall give prompt and courteous attention to all reported missed collections and complaints.

10. **Contractor's Cost and Equipment.** Contractor agrees to furnish all labor, equipment, tools, and services required and necessary for the collection and disposal of Soft Recyclables within the Service Area and provide qualified supervisory personnel to direct the activities of Contractor under this Agreement. All equipment used by Contractor shall be kept and maintained in a clean and inoffensive manner.

11. **Contractor's Fee.** Contractor shall pay to RICHFIELD a contract fee of One Cent (\$0.01) per pound of gross receipts of Soft Recyclables in the Service Area. Payments shall be made to RICHFIELD not less than thirty (30) days following the close of each calendar month. Weight shall be verified by public scale weight receipts or other methods agreed to by both parties.

12. **Publication Information and Education Program.** RICHFIELD shall plan and coordinate a public education and information program to inform Service Recipients of this recycling program. Contractor may distribute its own promotional materials subject to RICHFIELD approval. Contractor shall participate in RICHFIELD directed promotion and education efforts as outlined below:

1. During the course of the routine recycling pick up, provide and distribute notices regarding rejected materials and proper set out procedures.
2. Training of employees to deal courteously with customers on the telephone and on-route to promote the collection service and explain proper material preparation.
3. Coordinate with RICHFIELD for distribution of written promotional and instructional materials directly to Service Recipients.
4. Be available a minimum of two times per year to participate in promoting the collection service at an area fair, neighborhood association program, school, or community event.
5. Provide advice to RICHFIELD on promotion and education material content and presentation.

13. Telephone and Customer Service. Contractor shall maintain and adequately staff a local toll-free telephone number where complaints shall be received, recorded and handled between the hours of 9:00 AM and 4:30 PM Monday through Friday excluding Holidays. All "call backs" shall be attempted a minimum of one time prior to 6:00 p.m. on the day of the call. If the caller is not contacted on the first attempt, Contractor shall make subsequent attempts on the next working day after the original call. Contractor shall make a minimum of three (3) attempts within twenty-four (24) hours of the receipt of the call. All attempts to contact the caller shall be recorded on the log kept by Contractor.

14. Marketing and Disposition of Recyclable Material. Contractor shall be solely responsible for the marketing and sale of collected Soft Recyclables, and shall be solely responsible for the storage and disposition of the Soft Recyclables in the event it is unable to sell the Soft Recyclables in a timely manner.

15. Insurance. During the term of this Agreement Contractor agrees to keep in force, with an insurance company licensed to transact business in the state of Ohio, an "occurrence basis" insurance policy or policies indemnifying and saving harmless RICHFIELD from all damages which may be occasioned to any person, firm, or corporation, whether damages are by reason of any willful or negligent act or acts on part of Contractor, its agents or employees, with limits no less than:

a. General Liability: One Million and no/100 Dollars (\$1,000,000.00) combined single limit per occurrence for bodily injury, personal injury, and property damage.

b. Vehicle Liability: Two Million and no/100 Dollars (\$2,000,000.00) combined single limit per accident for bodily injury and property damage.

c. Worker's Compensation/Industrial Insurance: Limits as required by the State of Ohio.

The general liability provisions in automobile liability policies are to contain, or be endorsed to contain, the following provisions:

- (i) RICHFIELD, its officers, officials, employees, and volunteers are to be covered as insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied, or used by Contractor; or automobiles owned, leased, hired, or borrowed by Contractor.
- (ii) Contractor's insurance coverage shall be primary insurance as RICHFIELD, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by RICHFIELD, its officers, officials, employees, or volunteers shall be in excess of Contractor's insurance and shall not contribute with it.
- (iii) Any failure to comply with reporting provisions of the policy shall not affect coverage provided to RICHFIELD, its officers, officials, employees, or volunteers.
- (iv) Contractor's insurance shall apply separate to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (v) Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, nor reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to RICHFIELD.

16. Indemnification and Hold Harmless. Contractor shall save, keep, and hold harmless RICHFIELD, its officers, agents, employees, and volunteers from all damages, costs, or

expenses in law or equity that may at any time arise or be set up because of damages to property or personal injury received by reason of or in the course of performing work which may be occasioned by any willful or negligent act or omissions of Contractor, any of Contractor's employees, or any subcontractor. In the event of liability for damages arising out of bodily injury to persons or damages to property caused by or resulting from the concurrent negligence of Contractor and RICHFIELD, its members, officers, employees, and agents, Contractor's liability hereunder shall be only to the extent of Contractor's negligence. The provisions of this paragraph shall survive the expiration or termination of this Agreement.

17. Compliance with Law. Contractor agrees to comply with all published ordinances, laws, rules, and regulations, together with amendments thereto, of the State of Ohio, the United States of America, or RICHFIELD pertaining to the services to be performed hereunder.

18. Taxes. Contractor agrees to save RICHFIELD harmless from any and all taxes or assessments of any kind or nature levied by any political subdivision upon Contractor by reason of services rendered for Soft Recyclables and disposal for RICHFIELD.

19. Employee Conduct. All Contractor personnel must maintain a courteous and respectful attitude toward the public at all times. At no time must they solicit, request or receive gratuities of any kind. Contractor must direct its employees to avoid loud and/or profane language at all times during the performance of duties. Any employee of Contractor who engages in misconduct or is incompetent or negligent in the proper performance of duties or is disorderly, dishonest, intoxicated, or discourteous must be removed from service under this contract by Contractor.

20. Monthly Reports. Contractor shall provide monthly project status reports. These reports will be due within fifteen (15) days of the close of the month being reported. At a minimum, the reports shall include detailed data to allow analysis of collection and processing efficiencies including pounds of Soft Recyclables collected in the prior month and the payment of the required fee to RICHFIELD.

21. Inspections. RICHFIELD reserves the right to inspect the facilities, equipment and operations of Contractor to assure itself of the appearance and compliance with contractual provisions of this Agreement. RICHFIELD reserves the right to review the records kept on the Soft Recyclables collected under the terms of this Agreement to test and validate the weights claimed. RICHFIELD agrees to notify Contractor at least forty-eight (48) hours prior to such inspections.

22. Meetings and Communications. In order to minimize problems and to provide thereafter a forum for discussing and resolving any issues that may arise, the parties agree to meet on a regular basis and to adopt communications procedures as follows:

Meetings After Collection Begins. After the Collections begin, meetings shall be held at least on a quarterly basis, unless otherwise mutually agreed to, between representatives of the parties. Such meetings shall be held for the purpose of reviewing and discussing day-to-day operations, promotion, public information and public relations.

Designation of Representatives. Each party shall send at least one representative to each meeting. RICHFIELD shall send to each meeting at least one staff member with operation expertise. Each party shall designate one, and only one, representative as its Lead Representative. If a party sends only one representative to any meeting, that person shall be conclusively presumed to be its lead representative.

23. Compliance with Laws and Regulations. Contractor agrees that, in performance of work and services under this contract, Contractor will qualify under and comply with any and all federal, State and local laws and regulations now in effect, or hereafter enacted during the term of this contract, which are applicable to Contractor, its employees, agents or subcontractors, if any, with respect to the work and services described herein.

24. Severability. Should one or more of the provisions of this Agreement be held by any to court to invalid, void or unenforceable, the remaining provisions shall nevertheless remain and continue in full force and effect, provided that the continuation of such remaining provisions does not materially change the original intent of this Agreement.

25. Independent Contractor Status. In the performance of services pursuant to this Agreement, Contractor shall be an independent contractor and not an officer, agent, servant or employee of RICHFIELD. Contractor shall have exclusive control over the details of the service and work performed and over all persons performing such service and work. Contractor shall be solely responsible for the acts and omissions of its officers, agents, employees, Contractors and subcontractors, if any. Neither Contractor nor its officers, agents, employees or subcontractors shall obtain any right to retirement benefits, Workers' Compensation benefits, or any other benefits which accrue to RICHFIELD employees and Contractor expressly waives and claim it may have or acquire to such benefits.

26. No Assignment. This Agreement, or any interest herein, shall not be transferred, sold, nor assigned by Contractor to any person, firm, or corporation, without the prior written consent of RICHFIELD being first had and obtained.

27. Default. In the event of a default by either party hereunder, the non-defaulting party may elect to terminate this Agreement upon providing the defaulting party with a written notice of such default, and allowing the defaulting party a period of thirty (30) days from and after the date of such notice to cure the default complained of. In the event said default is not cured within said thirty (30) day period, this Agreement shall be terminated as of the last day of said period. In the event RICHFIELD is the non-defaulting party, Contractor agrees to furnish services under this Agreement until such time as another Soft Recyclables collection and disposal contractor can be selected by RICHFIELD. Notwithstanding the above Agreement, Contractor agrees that whenever RICHFIELD determines that the failure of service or threatened failure of service would result in the creation of an immediate and serious health hazard, RICHFIELD may, after a minimum of twenty-four (24) hours written notice to Contractor, in a public hearing if requested by Contractor, authorize RICHFIELD personnel or other persons to temporarily provide the services required of Contractor.

28. Definitions.

Commercial Customer: The term "Commercial Customer" means non-residential customers, including businesses, public or private schools, institutions, governmental agencies and all other users of commercial-type Garbage collection services.

Container: The term "Container" means Contractor supplied bag, box or bin for the Residential Customer to place Soft Recyclables.

Contractor: The word "Contractor" means Great Lakes Recycling, Inc. dba Simple Recycling which has contracted with RICHFIELD to collect and dispose of Soft Recyclables.

Curb or Curbside: The words "Curb" or "Curbside" relate to the homeowners' property, within five (5) feet of the Public Street or Private Road without blocking sidewalks, driveways or on-street parking. If circumstances preclude such a Curbside shall be considered a placement suitable to the resident, convenient to Contractor's equipment, and mutually agreed to by RICHFIELD and Contractor.

Date of Commencement: The term "Date of Commencement" means the date that Contractor agrees to commence the provision of collection and other services as described throughout this Agreement.

Date of Execution: The term "Date of Execution" means the date that this Agreement is approved by RICHFIELD and executed by a designated and authorized representative.

Excluded Items: The term "Excluded Items" means Garbage, Hazardous Waste, large furniture, large appliances such as refrigerators, stoves, washers and dryers, magazines, newspapers, car seats, cribs, mattresses, paint, tires, cleaners, etc. and any item heavier than fifty (50) pounds.

Garbage: The term "Garbage" means all putrescible and non-putrescible solid and semi-solid wastes, including, but not limited to, rubbish, ashes, industrial wastes, grass, yard debris, leaves, swill, demolition and construction wastes, dead animals piles of debris, car parts, construction or demolition debris, any item that would be considered Hazardous Waste, or stumps.

Hazardous Waste: The term "Hazardous Waste" means any hazardous, toxic or dangerous waste, substance or material, or contaminant, pollutant or chemical, known or unknown, defined or identified as such in any existing or future local, state or federal law, statute, code, ordinance, rule, regulation, guideline, decree or order relating to human health or the environment or environmental conditions, including but not limited to any substance that is defined as hazardous by 40 C.F.R. Part 261 and regulated as hazardous waste by the United States Environmental Protection Agency under Subtitle C of the Resource Conservation and Recovery Act ("RCRA") of 1976, 42 U.S.C. § 6901 et seq., as amended by the Hazardous and Solid Waste Amendments ("HSWA") of 1984; the Toxic Substances Control Act, 15 U.S.C. § 2601 et seq.; or any other federal statute or regulation governing the treatment, storage, handling or disposal of waste imposing special handling or disposal requirements similar to those required by Subtitle C of RCRA or any Ohio statute or regulation governing the treatment, storage, handling or disposal of wastes and imposing special handling requirements similar to those required by federal law.

Holiday: The term "Holiday" means the following days: New Year's Day, Martin Luther King's Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day and Christmas Day. (**We will follow the city recycling holiday schedule)

Private Road: The term "Private Road" means a privately owned and maintained way that allows for access by a service truck and that serves multiple Residences.

Public Street: The term "Public Street" means a public right-of-way used for public travel, including public alleys.

Residence: The term "Residence" means a living space individually rented, leased or owned.

Residential Customer: The term "Residential Customer" means individuals residing in a Residence.

Service Area: The term "Service Area" means the corporate limits of the municipalities participating in RICHFIELD as of the Date of Commencement, and thereafter, shall be the collection area as may it be amended thereafter by RICHFIELD.

Service Recipients: The term "Service Recipients" means Residential Customers in the Service Area.

Soft Recyclable: The term "Soft Recyclable" means items of an individual weight less than fifty (50) pounds and can be carried by one person. Soft Recyclables include primarily men's, women's and children's clothing as well as items such as jewelry, shoes, purses, hats, toys, pictures, mirrors, blankets, drapes and curtains, pillows, rags, sewing scraps, sleeping bags, small furniture, small appliances, irons, radios and audio equipment, TVs and video equipment, cameras, lamps, hairdryers, tools, toasters, microwaves, coffee makers, computers and household or consumer electronics, silverware, dishes, pots and pans, glasses and the like. The definition of Soft Recyclable is subject to modification in the discretion of Contractor based upon experience gained during the term of this Agreement.

IN WITNESS WHEREOF, the parties have executed and delivered this Agreement as of the date first written above.

RICHFIELD Ohio

By: _____

Its: _____

Great Lakes Recycling, Inc. dba Simple
Recycling

By: _____

Adam Winfield

As its President