

**RESOLUTION R-2013-33**

**A RESOLUTION TO AUTHORIZE A CONTRACT WITH PORTAGE COUNTY FOR  
RECYCLING**

**WHEREAS**, the Council of the Village of Windham has previously obtained recycling services on behalf of its residents from Portage County Solid Waste Management District; and

**WHEREAS**, the Council of the Village of Windham has determined that it is appropriate to enter into agreement setting forth the terms and conditions whereby the Portage County Solid Waste Management District will be the exclusive recycling provider for Village of Windham residence over a period of time.

**NOW THEREFORE BE IT RESOLVED** by the Council of the Village of Windham, County of Portage, State of Ohio, a majority or more of its members thereto concurring that:

**Section 1:** The Mayor and the Fiscal Officer are hereby authorized to execute on behalf of the Village an agreement for granting to Portage County Solid Waste Management District to perform recycling services within the Village of Windham in substantial conformity with the agreement set forth in the attached Exhibit A.

**Section 2:** It is hereby 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 of any of its committees that resulted in such formal action, were in meetings open to the public, in compliance with all legal requirements, including Section 121.22 of the Revised Code of the State of Ohio.

First reading, September 24, 2013

Second reading, October 24, 2013

Third reading, November 26, 2013

Passed by Council on third reading, November 26, 2013

Vote of Council: Ayes: Mr. Snyder, Mrs. Prem, Mrs. Barrett, Ms. Blewitt, Mrs. Miranda

Nays: None

ATTEST:

APPROVED:

\_\_\_\_\_  
Fiscal Officer, Lloyd Billman

\_\_\_\_\_  
Mayor, Robert W. Donham, II

Approved as to form:

\_\_\_\_\_  
Thomas Reitz, Solicitor

**AGREEMENT BETWEEN THE  
DISTRICT COMMISSIONERS OF THE PORTAGE COUNTY SOLID  
WASTE MANAGEMENT DISTRICT AND WINDHAM TOWNSHIP  
AND WINDHAM VILLAGE FOR THE COLLECTION OF  
RECYCLABLES FROM WINDHAM TOWNSHIP AND WINDHAM  
VILLAGE**

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2013 by and between the District Commissioners of the Portage County Solid Waste Management District (hereinafter "District Commissioners") and Windham Township and Windham Village.

**WHEREAS**, the District Commissioners currently provide drop off recycling collection services to several Portage County Political Subdivisions including Windham Village and Windham Township, and

**WHEREAS**, the District Commissioners did adopt Resolution No. 13-0\_\_ on \_\_\_\_\_, 2013 authorizing the District Commissioners to enter into a contract with Windham Village and Windham Township to continue to perform the exclusive collection of recyclables from the drop off site location in the Village with the delivery of the collected recyclables to the District Recycling Center in Brimfield, Ohio; and

**WHEREAS**, Windham Township adopted Resolution # \_\_\_\_\_ on \_\_\_\_\_ authorizing the Trustees to make and enter into a contract with the Portage County Solid Waste Management District, and

**WHEREAS**, Windham Village adopted Ordinance "Contract with Portage County for Recycling" on \_\_\_\_\_ authorizing its Mayor and

Fiscal Officer to enter into a contract with the Portage County Solid Waste Management District, and

**WHEREAS**, the District Commissioners are prepared to continue to provide drop off recycling collection services starting January 1, 2014 using Portage County Solid Waste Management District personnel and using Portage County Solid Waste Management District collection vehicles, and

**WHEREAS**, upon signing of this agreement by all parties, the Portage County Solid Waste Management District shall be granted the exclusive right to provide drop off recycling collection services in Windham Township and Windham Village through December 31, 2019 as per the following Detailed Specifications:

DETAILED SPECIFICATIONS  
FOR RESIDENTIAL DROP OFF RECYCLING COLLECTION BY THE  
PORTAGE COUNTY SOLID WASTE DISTRICT IN WINDHAM  
TOWNSHIP AND WINDHAM VILLAGE, OH

**SECTION 1 - Definitions**

- 1.1 Container - The official designated receptacles or recycling bins into which residents place recyclable materials. All such receptacles are and shall remain the property of the District including the contents.
- 1.2 Township - Windham Township, OH
- 1.3 Delivery Site - The District Recycling Processing Facility located at 3588 Mogadore Road, Brimfield Township, Portage County, Ohio.
- 1.4 District - The Portage County Solid Waste Management District, 3588 Mogadore Rd., Kent OH 44240.
- 1.5 Holidays - The following shall be holidays for purposes of this contract:  
New Year's Day  
Memorial Day  
Independence Day  
Labor Day  
Thanksgiving Day  
Christmas Day
- 1.6 Recyclable Material - This term shall refer to recyclable materials in the form of glass, aluminum and steel containers, magazines, phone books, junk mail, mixed paper, newspaper, #1 and #2 plastics, and cardboard designated for removal from a residential or apartment unit. Additional materials may be

designated by mutual agreement of the District and the District Commissioners.

- 1.7 Commercial Operator - All persons, firms or corporations who own or operate stores, restaurants, industries, institutions and other similar places including multi-family dwellings or multi-family residential structures containing four or more dwelling units.
- 1.8 Contract - This Contract, signed between the District Commissioners, the Village, and the Township for the exclusive right to collect recyclables.
- 1.9 District Commissioners - The District Commissioners as the authorized Board of the Portage County Solid Waste Management District.
- 1.10 Drop off - The actual location within the Township where the containers are located for residents to deliver their recyclables to for recycling.
- 1.11 Village- Windham Village

## **SECTION 2 - Containers**

- 2.1 Container Types - There will be a total of four (4) eight (8) cubic yard, front load style, recycling containers placed at the drop off location. The exact number may be modified by the District, Windham Village and Township Trustees.
- 2.2 Container Delivery  
The District shall be responsible for providing containers at the drop off locations.

## **SECTION 3 - Collection Service**

- 3.1 Service Provided - The District shall provide drop off collection service for each of the following recyclable materials: Glass, aluminum and steel containers, magazines, phone books, junk mail, mixed paper, newspaper, #1 and #2 plastics, and cardboard.
- 3.2 Location of Containers for Collection-The District, Village and Township shall determine the most efficient and accessible location for the residents to deliver recyclables and for District trucks to collect the recyclables. The location for the drop off will be at 9621 Center Rd. behind the Police and Fire Departments.

## **SECTION 4 - Operation**

- 4.1 Days and Hours of Operation  
Collection of recyclables shall not start before 5:30 a.m. or continue after 7:00 p.m. on the same day. Containers shall be collected Monday through

Friday at the District's discretion, except for Holiday weeks where Saturday shall be worked as the make-up day for the Holiday, if required. Exceptions to collection hours shall be effective only upon the mutual agreement of the District Commissioners and the Township, or when the District reasonably determines that an exception is necessary in order to complete collection.

4.2 Holidays

The District shall observe the holidays included in Section 1.5 by suspension of collection service on the holiday and adding Saturday as a workday as required. The District shall provide the Township with a schedule of holidays to be observed and the manner in which collections will be changed to accommodate them.

4.3 Complaints

All complaints will be made directly to the District. Upon notification, the District shall pay prompt and courteous attention to all such complaints. The District shall provide operating radios or radio telephone receivers and transmission equipment in all operating collection vehicle regularly used for collection in the Township.

4.4 Hauling - All material hauled by the District shall be so contained or enclosed that no material may escape the haul vehicle by leaking, spilling or blowing.

4.5 Delivery - All recyclable material collected by the District shall be delivered to the District Recycling Processing Facility at 3588 Mogadore Road, Brimfield Township, Portage County, Ohio.

4.6 Collection Equipment - The District shall provide an adequate number of vehicles and other equipment for regular collection services. The equipment also shall be capable of maintaining the segregation of the three categories of recyclables to be collected -- mixed paper and cardboard; newspaper; and can/glass/plastic mix. All vehicles shall be kept in good repair, appearance and sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity of the District. The District shall provide a system of communication between the collection vehicle drivers and the District's dispatch office, e.g. radios or phone communication for each, to assure adequate tracking and information exchange between the two. Each of the District's employees shall at all times have and carry a valid Ohio Driver's License for the type of vehicle.

**SECTION 5 - Compliance with Laws**

5.1 The District shall conduct operations under this Contract in compliance with all applicable laws.

**SECTION 6 - Effective Date**

- 6.1 The District shall anticipate the continuation of residential recycling collection as per the terms and conditions of this new agreement effective January 1, 2014.

### **SECTION 7 - Basis and Method of Payment**

7.1 Unit Prices Bid

The unit prices bid for the five (5) year term of the contract for each item shall include all labor, material, vehicle, equipment, fees, permits, disposal charges and all other incidentals necessary to provide the required services in every and all respects. Payment shall be made for acceptable service performed and products or materials supplied. The price shall be \$300 per container per year for the first year of the contract and shall be modified pursuant to the terms and conditions in paragraph 7.2. The annual invoice shall be for \$1,200 for four (4) containers, one half or \$600.00 shall be the sole obligation of the Village and one half or \$600.00 shall be the sole obligation of the Township.

7.2 Modification of Rates

The District, Village and the Township agree to no less than an annual review of the rates, terms and conditions of the contract and will agree to price adjustments upon mutual agreement of the Village, Township and the District during the contract period. The District, Village and the Township agree to renegotiate the rates or institute a fuel surcharge when diesel prices average over \$4.00 per gallon in the previous year.

7.3 District Billings

The District will mail annual bills by February 28th of each year to the Village and Township Fiscal Officer. The annual bill will be for the service period from January 1st to December 31<sup>st</sup>. Invoices shall be paid within 60 days upon receipt. The Village and Township shall be invoiced for 50% each of the total cost of the drop off. The obligation of each the Village and the Township shall be limited to 50 % of the total amounts due under this Agreement, which obligation shall be individual to each the Village and the Township, and shall not be joint and several.

### **SECTION 8 - Exclusive Contract**

- 8.1 The District shall be the Village and Township's designated provider of recyclable material collection and delivery services to residential, commercial, industrial, and institutional units within the corporate limits of Windham Village and Township for the duration of this agreement.

### **SECTION 9 - Ownership**

- 9.1 Title to recyclable materials shall become the sole possession of the Portage County Solid Waste Management District as soon as the materials have

been placed in the Township's collection bins, or into the District's collection vehicle.

#### **SECTION 10 - Data Collection**

- 10.1 The District shall gather and maintain records of collection, volumes, and participation statistics and other applicable data, which shall be provided to the Township, and the District Commissioners for their use in statistical analyses.

#### **SECTION 11 - Frequency of Service**

- 11.1 Collection shall never be postponed longer than one (1) working day following the regular day of collection, except in a case of emergency or weather conditions, or other unforeseen circumstances.

#### **SECTION 12 - General Conditions**

- 12.1 The Performance Contract between the Township, Village, and the District Commissioners may be terminated by any of the parties upon ninety (90) days written notice to the other parties without cause; by mutual written agreement of the parties; or by either party upon ninety (90) days written notice to the other in the event of continuing substantial failure to perform in accordance with the terms hereof by the other party through no fault of the terminating party. If the Performance Contract is terminated without fault on the part of the District, the District shall be paid to the extent of services performed to the effective date of the termination.
- 12.2 The parties shall comply with Ohio Workers' Compensation laws.
- 12.3 The District hereby agrees that in the hiring of employees for performance of work under this Agreement the District shall not, by reason of race, color, religion, sex, age, handicap, national origin, ancestry, or military status, discriminate against any citizen of this State in the employment of a person qualified and available to perform the work to which this Agreement relates, and that the District, or any person acting on behalf of the District shall not, in any manner, discriminate against, intimidate, or retaliate against any employee hired for the performance of work under this Agreement on account of race, color, religion, sex, age, handicap, national origin, ancestry, or military status, or retaliate against any employee for the filing of a complaint alleging such discrimination.
- 12.4 A determination that any part of this Agreement is invalid shall not invalidate or impair the force or effect of any other part thereof, except to the extent that such other part is wholly dependent for its operation on the part so declared invalid.

12.5 This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio. All disputes arising between the parties resulting in the filing of litigation shall be brought in State courts within Portage County, Ohio.

**SECTION 13 - Insurance**

13.1 The District shall at all times, from the inception of this Performance Contract with the Village and Township, until its final performance, have in effect insurance of the kinds and with the limits at least in the amount as indicated below.

a. Motor Vehicle Bodily Injury and Property Damage Liability Insurance. The District shall carry insurance to cover liability and claims arising from the use and operation, in connection with the performance of the Performance Contract, of motor vehicles (as customarily defined in liability insurance policies), whether they are owned, hired or non-owned.

b. Damage Liability and Property Damage Liability. The District Commissioners shall furnish evidence to the Township that with respect to the operations performed, the District Liability Insurance shall provide for a limit not less than \$1,000,000.00 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence, and regular Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of an injury to or destruction of property in any one accident, and, subject to that limit per accident a total (or aggregate) limit of \$1,000,000.00 for all damage arising out of injury to or destruction of property during the policy period.

**NOW, THEREFORE,** the District Commissioners and Windham Township and Windham Village do hereby agree to these Contract conditions;

**IN WITNESS WHEREOF,** the parties have caused this Agreement to be executed by their duly authorized representatives as of the day and year first written above.

**PORTAGE COUNTY SOLID WASTE DISTRICT COMMISSIONERS:**

\_\_\_\_\_ Date: \_\_\_\_\_  
Kathleen Chandler

\_\_\_\_\_ Date: \_\_\_\_\_



Maureen T. Frederick

Date: \_\_\_\_\_

\_\_\_\_\_  
Tommie Jo Marsilio

**WINDHAM TOWNSHIP**

Date: \_\_\_\_\_

\_\_\_\_\_  
Brian Miller

Date: \_\_\_\_\_

\_\_\_\_\_  
Dann Timmons

Date: \_\_\_\_\_

\_\_\_\_\_  
Jesse Wirick

**WINDHAM VILLAGE**

Date: \_\_\_\_\_

\_\_\_\_\_  
Robert W. Donham, II, Mayor

Date: \_\_\_\_\_

\_\_\_\_\_  
Lloyd Billman, Fiscal Officer

**APPROVED AS TO CONTENT:**

Date: \_\_\_\_\_

\_\_\_\_\_  
William G. Steiner, II Director Portage County Solid Waste Management District

**APPROVED AS TO FORM:**

Date: \_\_\_\_\_

\_\_\_\_\_  
Assistant Prosecuting Attorney

"I hereby certify that the amount of \$600 required to meet the obligation for the above contract has lawfully been appropriated for such purposes and is in the treasury to the credit of fund # \_\_\_\_\_

free from any obligation or certificate now outstanding.”

\_\_\_\_\_  
Lloyd Billman  
Windham Village Fiscal Officer

\_\_\_\_\_  
Date

“I hereby certify that the amount of \$600 required to meet the obligation for the above contract has lawfully been appropriated for such purposes and is in the treasury to the credit of fund # \_\_\_\_\_  
free from any obligation or certificate now outstanding.”

\_\_\_\_\_  
Jayme Neikirk  
Windham Township Fiscal Officer

\_\_\_\_\_  
Date