



City of Parma Heights

Council Meeting

6281 Pearl Road

Monday, September 27, 2021 7:00 PM

The Council will accommodate public comments during the meeting. Anyone may also email comments to the board prior to the meeting at creason@parmaheights.us

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **APPOINTMENT OF WARD 2 COUNCILMEMBER**
4. **ACTION ON MINUTES**
 - A. September 13, 2021 Council Meeting Minutes
 - B. September 15, 2021 Special Council Meeting Minutes
5. **REPORTS FROM MAYOR AND DIRECTORS**
 - A. Recreation Department, Joe Tal
 - B. Economic Development Department, Joe Sebes
 - C. Finance Department, Katie Iaconis
 - D. Service Building Department, Michelle Teresi
 - E. Senior Center, Trish James
 - F. City Engineer, Dan Bender
 - G. Mayor's Report, Mayor Byrne

LEGISLATION

6. Consider A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BROWNING – FERRIS INDUSTRIES OF OHIO, INC., FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES, AND DECLARING AN EMERGENCY. **ONE READING ONLY**
7. Consider A RESOLUTION AUTHORIZING THE MAYOR TO DISPOSE OF OBSOLETE VEHICLES AND EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET / IRONPLANET AND DECLARING AN EMERGENCY. **ONE READING ONLY**
8. Consider A RESOLUTION AUTHORIZING A MORATORIUM ON THE GRANTING OF BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE OR CHANGE OF USE THAT WOULD ENABLE ANY BUSINESS TO OPERATE A HOOKAH ESTABLISHMENT, BAR OR LOUNGE FOR A PERIOD NOT TO EXCEED TWELVE MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION, IN ORDER TO ALLOW THE CITY ADMINISTRATION, COUNCIL AND THE PLANNING COMMISSION TO REVIEW APPLICABLE OHIO STATUTES,

City of Parma Heights

Clerk of Council
440.884.9600 x5658 (phone)

6281 Pearl Road
440.884.1802 (fax)

Parma Heights, OH 44130
www.parmaheightsoh.gov

CRIMINAL CODES AND THE CITY OF PARMA HEIGHTS ZONING CODE RELATIVE TO SUCH USE AND DECLARING AN EMERGENCY. **ONE READING ONLY**

9. PUBLIC SESSION

10. ADJOURNMENT

CITY HALL WILL BE OPEN FOR THE COUNCIL MEETING

MASKS ARE REQUIRED IN CITY HALL



City Council
Meeting Minutes
September 13, 2021
7:00 PM

1. ROLL CALL WAS TAKEN AND THE FOLLOWING MEMBERS WERE PRESENT:

A. Members Present

Councilmember Everett
Council President Gallo
Councilmember Haase
Councilmember Rounds
Councilmember Walsh

B. Members Absent

Councilmember Stavole

C. Also Present

Mayor Byrne
Dan Bender, City Engineer
Katie Iaconis, Director of Finance
Trish James, Senior Center Director
Mike Pokorny, Director of Law
Chrissy Reason, Clerk of Council
Joe Sebes, Director of Community & Economic Development
Joe Tal, Director of Recreation
Michelle Teresi, Building, Housing, & Recycling Coordinator

2. PLEDGE OF ALLEGIANCE

3. MOMENT OF SILENCE

4. ACTION ON MINUTES

A. June 28, 2021 Council Meeting Minutes

Councilmember Everett made a motion to approve the June 28, 2021 Council meeting minutes.
Councilmember Rounds Seconded.

Aye: Everett, Gallo, Haase, Rounds, and Walsh

Nay: None

B. July 7, 2021 Special Council Meeting Minutes

Councilmember Rounds made a motion to approve the July 7, 2021 Special Council meeting minutes.
Councilmember Everett Seconded.

Aye: Everett, Gallo, Haase, Rounds and Walsh

Nay: None

C. August 9, 2021 Special Council Meeting Minutes

Councilmember Everett made a motion to approve the August 9, 2021 Special Council meeting minutes.
Councilmember Walsh Seconded.

Aye: Everett, Gallo, Haase, Rounds and Walsh

Nay: None

D. August 30, 2021 Special Council Meeting Minutes

Councilmember Stavole made a motion to approve the August 30, 2021 Special Council meeting minutes.
Councilmember Everett Seconded.

Aye: Everett, Gallo, Haase, Rounds and Walsh

Nay: None

5. Reports from Mayor and Directors

A. Joe Tal, Director of Recreation

- Baseball had 200 participants
- Pool is closed. There were 35 saves this season

B. Joe Sebes, Director of Community & Economic Development

- The mural is complete and can be seen at 6708 Pearl Road

C. Katie Iaconis, Director of Finance

- American rescue plan funding
- Budget will be coming up soon
- Tax collection is on track
- Legislation this evening is affirming the tax

D. Trish James, Director of Senior Center

- Still delivering meals to seniors
- Transportation has resumed
- There are 13 regular activities on the calendar and 2-3 special events
- Everyone who participates must be fully vaccinated.

E. Michelle Teresi, Building, Housing, & Recycling Coordinator

- Gave a brief overview of some of the work that has the Service Department has accomplished, work that is currently in process, and plans for the upcoming months:
- Full-depth concrete repair on sections of Huffman Road was completed this summer.
- The crack-sealing program has been underway to be completed by the cold weather.
- Multiple tree lawn tree stumps have been ground through the city and the tree lawns are in the process of being repaired and seeded.
- Tree Trimming crews have been out almost daily over the last few weeks. We fell somewhat behind this summer due to injuries.
- The Service Department is in the process of completing the painting of all the crosswalks within the city and plan to finish soon.

- Dennis has been in the process of reviewing and discussing additional road repairs project with the City Engineer and will provide an update once he has it.
- Dennis also plans to have all of the sidewalks replaced along the exit drive out of the Commons, from the Library to Pearl Road. This work is scheduled to take place in the next few weeks.
- A full-depth concrete repair of the exit drive will also take place over the next few weeks

F. Dan Bender, City Engineer

- GREENBRIER COMMONS WATERMAIN REPLACEMENT PROJECT
 - UPDATE: Project is completed.
- NOTABENE DRIVE, LAYOR DRIVE & QUEENS HIGHWAY WATERMAIN REPLACEMENT PROJECT
 - UPDATE: Project is on hold. Terrace Construction has informed us that there is a 4 to 16 week (and longer) lead time on delivery of water main fittings. We have been in contact with Ms. Shelbrey Blanc, President of Holy Name High School. Ms. Blanc is aware of the delay in the project.
- LAYOR DRIVE & QUEENS HIGHWAY RESURFACING PROJECT – SEPARATE CONTRACT
 - UPDATE: Project will be bid next year.
- NORTH CHURCH DRIVE ROADWAY RECONSTRUCTION
 - UPDATE: We are currently working on design plans. Limits of replacement are yet to be determined.
- 2022 MCIP PROJECTS
 - UPDATE: Blossom Avenue Lining Study, Design & Construction Project has been Recommended for Funding.
- Lining of sanitary sewer and manholes along Blossom Avenue (Sutherland Ave. to York Road).
 - Flow monitoring for Nathan Hale Basin

G. Mike Byrne, Mayor

- 9/11 ceremony at the Police and Fire department this last weekend was heartfelt.
- National Parks Service completed the Nathan Hale Basin assessment.

LEGISLATION

6. CONSIDERATION OF A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER. ONE READING ONLY

Councilmember Everett made a motion to read the following Resolution by title only. Councilmember Walsh Seconded.

Aye: Everett, Gallo, Haase, Rounds, Stavole and Walsh

Nay: None

RESOLUTION TO BE READ BY TITLE ONLY

A RESOLUTION ACCEPTING THE AMOUNTS AND RATES AS DETERMINED BY THE BUDGET COMMISSION AND AUTHORIZING THE NECESSARY TAX LEVIES AND CERTIFYING THEM TO THE COUNTY FISCAL OFFICER. **ONE READING ONLY**

Councilmember Everett made a motion to suspend the rules. Councilmember Rounds Seconded.

Aye: Everett, Gallo, Haase, Rounds, Stavole and Walsh

Nay: None

RULES SUSPENDED

Councilmember Everett made a motion to adopt this Resolution. Councilmember Rounds Seconded.

Aye: Everett, Gallo, Haase, Rounds, Stavole and Walsh

Nay: None

RESOLUTION IS ADOPTED. ORDINANCE NO. 2021-19

7. PUBLIC SESSION

Council President Gallo reminded the audience if they have a comment to stand, state their name, address and city if they live outside of Parma Heights and there is a three-minute limit to speak. All comments and questions will be directed to the Council President.

- A.** Pat Downer – 6260 Pearl Rd, wishes more people from the City would visit the Senior Center.
- B.** Dave Quayle – 6477 Beverly, wants the City to focus on property maintenance including educating the residents on what is expected of them.
- C.** MaryAnn Fredrick – 6937 Maplewood Rd, there are property maintenance issues in her neighborhood including First Energy who only trimmed a little of the branches that are touching the power line and is worried about the danger.

8. EXECUTIVE SESSION

- A.** Adjourn to executive session to discuss personnel matters regarding employment.

Councilmember Everett made a motion to move into executive session. Councilmember Rounds Seconded.

Aye: Everett, Gallo, Haase, Rounds, Stavole and Walsh

Nay: None

Council adjourn to executive session at 7:27 PM

Council reconvenes from executive session at 8:10 PM

9. ADJOURNMENT

Councilmember Rounds made a motion to adjourn the meeting. Councilmember Everett Seconded.

Aye: Everett, Gallo, Haase, Rounds, Stavole and Walsh

Nay: None

MEETING ADJOURNED AT 8:10 PM

Chrissy Reason, CMC
Clerk of Council

Marie Gallo
Council President

DRAFT



City Council
Special Meeting Minutes
September 15, 2021
6:00 AM

1. ROLL CALL WAS TAKEN AND THE FOLLOWING MEMBERS WERE PRESENT:

A. Members Present

Councilmember Everett
Council President Gallo
Councilmember Haase
Councilmember Rounds
Councilmember Stavole

B. Members Absent

Councilmember Walsh

C. Also Present

Chrissy Reason, Clerk of Council

2. PLEDGE OF ALLEGIANCE

LEGISLATION

3. CONSIDERATION OF A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, WITH CONDITIONS, PURSUANT TO CHAPTER 1135 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS TO PERMIT DEALPOINT MERRILL LLC TO OPERATE A BUSINESS LOCATED AT 7011 WEST 130TH STREET FOR INDOOR CLIMATE CONTROLLED SELF STORAGE AND OUTDOOR STORAGE AND DECLARING AN EMERGENCY. ONE READING ONLY

Councilmember Rounds made a motion to read the following Resolution by title only. Councilmember Everett Seconded.

Aye: Everett, Gallo, Haase, Rounds, and Stavole

Nay: None

RESOLUTION TO BE READ BY TITLE ONLY

A RESOLUTION GRANTING A CONDITIONAL USE PERMIT, WITH CONDITIONS, PURSUANT TO CHAPTER 1135 OF THE CODIFIED ORDINANCES OF THE CITY OF PARMA HEIGHTS TO PERMIT DEALPOINT MERRILL LLC TO OPERATE A BUSINESS LOCATED AT 7011 WEST 130TH STREET FOR INDOOR CLIMATE CONTROLLED SELF STORAGE AND OUTDOOR STORAGE AND DECLARING AN EMERGENCY. **ONE READING ONLY**

Councilmember Rounds made a motion to suspend the rules. Councilmember Everett Seconded.

Aye: Everett, Gallo, Haase, Rounds, and Stavole

Nay: None

RULES SUSPENDED

Councilmember Rounds made a motion to adopt this Resolution. Councilmember Stavole Seconded.

Aye: Everett, Gallo, Haase, Rounds, and Stavole

Nay: None

RESOLUTION IS ADOPTED. ORDINANCE NO. 2021-20

4. ADJOURNMENT

Councilmember Stavole made a motion to adjourn the meeting. Councilmember Everett Seconded.

Aye: Everett, Gallo, Haase, Rounds, and Stavole

Nay: None

MEETING ADJOURNED AT 6:04 AM

Chrissy Reason, CMC
Clerk of Council

Marie Gallo
Council President

DRAFT

RESOLUTION 2021 - DRAFT

A RESOLUTION AUTHORIZING THE MAYOR TO ENTER INTO A CONTRACT WITH BROWNING – FERRIS INDUSTRIES OF OHIO, INC., FOR RESIDENTIAL WASTE COLLECTION AND RECYCLING SERVICES, AND DECLARING AN EMERGENCY

WHEREAS, Resolution 2021 – 09, passed on June 28, 2021, authorized the Director of Public Service to prepare plans and specifications for residential waste collection and recycling services; and

WHEREAS, two bids were received as evidenced by the Bid Analysis attached as Exhibit A; and

WHEREAS, Browning – Ferris Industries of Ohio, Inc. was determined to be the lowest and best bid; and

WHEREAS, the Director of Public Service recommends that the city enter into a contract with Browning – Ferris Industries of Ohio, Inc. to provide for residential waste collection and recycling services in the City of Parma Heights.

NOW, THEREFORE, BE IT RESOLVED by the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1. The Mayor is authorized to enter into an Agreement with Browning – Ferris Industries of Ohio, Inc., substantially in the form attached hereto as Exhibit B and made a part hereof by reference, as if fully rewritten, and as approved by the Director of Law.

Section 2. This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its Committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Council declares the Resolution to be an emergency measure for the immediate preservation of the public health, peace and safety of this municipality and for the further reason that it is necessary to enter into said contract to provide for residential waste collection and recycling services in the City of Parma Heights without interruption, effective January 1, 2022; wherefore, it shall be in full force and effect immediately after its passage by Council and approval of the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL
MARIE GALLO

ATTEST: _____

CLERK OF COUNCIL
CHRISSEY REASON

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR
MICHAEL BYRNE

SUMMARY: 3-Year Total Bid Prices

EXHIBIT A

BID FORM 8A	
Monthly Bulky Waste Collection	
BFI - Republic	\$ 3,874,052.64
Kimble	NO-BID
Rumpke	\$ 4,528,832.64

* Lowest price is highlighted

Difference between lowest & second lowest bid pricing
\$ (654,780.00)

BID FORM 8B	
Weekly Bulky Waste Collection	
BFI - Republic	\$ 4,109,773.44
Kimble	\$ 4,682,986.56
Rumpke	\$ 4,642,577.28

* Lowest price is highlighted

Difference between lowest & second lowest bid pricing
\$ (532,803.84)

Difference between lowest bid pricing for 8A vs 8B
\$ (235,720.80)

FORM OF CONTRACT:

Residential Solid Waste Collection, Disposal and Recycling Services

THIS AGREEMENT (the "Agreement") for Residential Solid Waste Collection, Disposal and Recycling Services is entered into by and between the City of Parma Heights, a City in the County of Cuyahoga, State of Ohio (the "City") with its offices located at [INSERT ADDRESS] and [INSERT CONTRACTOR NAME] (the "Contractor"), a _____ [insert corporation, limited liability company, partnership, sole proprietorship or joint venture] with an office located at _____ (address).

WITNESSETH

WHEREAS, pursuant to Sections 715.43 and 3707.43 of the Ohio Revised Code, the City may enter into written contracts with independent contractors for Residential Solid Waste Collection, Disposal and Recycling Services;

WHEREAS, the City, pursuant to a Motion adopted on _____, [INSERT DATE], which authorized the City of Parma Heights to obtain bids for Residential Solid Waste Collection, Disposal and Recycling Services;

WHEREAS, following publication of the Invitation to Bid in the Plain Dealer on [INSERT DATE] and the opening and consideration of the Bids received for the Residential Solid Waste Collection, Disposal and Recycling Services on [INSERT DATE], the Bid of the Contractor has been determined to be lowest and best;

WHEREAS, the City and the Contractor have agreed on terms and conditions for the Residential Solid Waste Collection, Disposal and Recycling Services in conformance with the Bid Documents, incorporated herein by reference, at the bid prices as stated on the Bid Forms, which are attached hereto and incorporated by reference; and

WHEREAS, the City has considered the Bid; and the Council of the City, pursuant to [INSERT ORDINANCE/RESOLUTION NO.] which approved the Contract and authorized the [INSERT TITLE] to execute the Contract by and on behalf of the City, and the City has received the required executed original and copies from the Contractor.

NOW THEREFORE, in consideration of the mutual promises and obligations contained herein, the City and the Contractor agree as follows:

ARTICLE I - DEFINITIONS

The capitalized terms used herein are defined in Exhibit A: Definitions

ARTICLE II - TERM

This Agreement shall be effective upon the date last signed below. The Commencement Date for Residential Solid Waste Collection, Disposal and Recycling Services is January 1, 2022 and the term of this Agreement shall terminate on December 31, 2024.

ARTICLE III – STATEMENT OF WORK

During the term of this Agreement, the Contractor will perform the services set forth in this Article III of this Agreement and also set forth in the City's Invitation to Bid and the Contractor's Bid which is incorporated herein by reference including, but not limited to the provision of all labor, materials, equipment, management, disposal and processing facilities with scales, record keeping and billing related to the provision of services. Such services will be performed throughout the term of this Agreement.

1. **[INSERT SCOPE OF COLLECTION SERVICES HERE]**

2. **Solid Waste Transfer and Disposal Services**

The Contractor is responsible for delivering all Solid Waste to a licensed Solid Waste Transfer Station or licensed Solid Waste Landfill for disposal at the facilities identified in the Bid or at additional facilities approved by the City.

3. **Recycling Services**

The Contractor is responsible for delivering all Mixed Recyclables to a Material Recovery Facility for processing at the facilities identified in the Bid or at additional facilities approved by the City. The Material Recovery Facility must have the ability to recycle the following materials at a minimum: cans (aluminum and steel), cartons (refrigerator and shelf stable cartons), glass (bottles and jars), fiber (mixed paper, box board and cardboard) and plastic bottles and jugs. In addition to any materials identified in the Bid Document, the Contractor may add supplemental materials to the recycling list.

The Contractor is responsible for delivering all Yard Waste to an Ohio EPA Registered Class IV Compost Facility for processing at the facilities identified in the Bid or at additional facilities approved by the City.

Any charge for contaminated loads or excessive residuals by the MRF or Compost Facility shall be the sole responsibility of the Contractor. If any such charges are assessed to the Contractor, the Collection Contractor shall notify the City within 48 hours of receiving the charge, so steps can be taken to address the contamination in conjunction with the Contractor.

4. Container Services

The Contractor must provide and service containers to collect and dispose of Solid Waste and Recyclables from municipal locations, at the locations and frequency requested by the City, as set forth in the City's Invitation to Bid.

5. Customer Education

The Contractor will be responsible for providing Solid Waste and Recycling collection information to residents as follows:

The Contractor, at the Contractor's sole cost and expense, shall prepare and annually mail to each Residential Unit served under this Contract, a brochure that contains the City-approved requirements for Solid Waste and Recycling Collection. Information to be included in the brochure shall include: the Contractor's local phone number; cart set out guidelines; the day of collection; a description of the Solid Wastes and Recyclables appropriate for collection; procedures for disposing of bulky items, appliances, Freon-containing appliances and yard waste; complaints; holiday schedule; and any other information that explains how the Solid Waste and Recycling collection will be provided. The Contractor shall provide the City an additional one hundred (100) copies of the brochure relevant for Residential Units with curbside collection services for distribution to new Residents or to Residents that request an additional copy. The Contractor shall provide a sample of the brochure with the Bid and to the Director of Public Service for approval, no later than November 15, 2021 and shall mail the brochure following approval to each Residential Unit no later than December 15, 2021, and during the month of December each year there-after.

6. Customer Service, Notification and Compliance

The Contractor will maintain a local office and local phone number to receive and respond to questions or complaints. The office must be staffed from 8:00 a.m. to 5:00 p.m. on regular collection days. All resident questions or complaints must be given prompt and courteous attention. In the case of any alleged missed collection, the Contractor will investigate and if such allegation is verified, will arrange for collection within twenty-four (24) hours after the complaint is received.

Upon the first instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations as contained in the original notice mailed by the Contractor to each Residential Unit, the Contractor shall collect such items and leave a tag advising the Resident of the reasons why such placement is unacceptable. Upon any subsequent instance that a Resident places Solid Waste, Recyclable Materials or Yard Waste for collection in a manner that violates the Resident's obligations, the Contractor may refuse to pick up such materials provided that at the time of refusal, the Collection Contractor leaves a tag advising the Resident of the reasons for the Contractor's refusal to collect the materials. The Contractor shall provide the City with copies of all tags left at each Unit pursuant to this section or may provide photographic evidence of the tagging and uncollected materials, or other such notification as agreed to

between the City and the Contractor. The Contractor shall not take undue measures to determine compliance with specified weight or size restrictions, but shall act, in good faith, in favor of the City and the Residents receiving the Collection Services.

7. **Implementation Plan**

The Contractor shall submit to the City and certify: (a) compliance with the benchmarks which include, but are not limited to, the identification of the number of vehicles, make, year and model, and type of vehicle (diesel, CNG) sufficient number of drivers/employees, collection containers and equipment to perform; (b) that Contractor's employees have been identified and completed training; (c) approved written notices to Residents were sent to each Resident by U.S. mail explaining the procedures and obligations of each owner or occupant of a Residential Unit to receive Collection Services, and detailing the requirements for placement of collection containers; (d) that the delivery of any collection containers is complete; (e) that the Contractor has delivered to the proof of insurance, proof of workers' compensation coverage and the required Performance Bond.

ARTICLE IV - PRICE, INVOICE AND PAYMENT

1. Price for Residential Solid Waste Collection, Disposal and Recycling Services

During the term, the City agrees to pay the Contractor for the Services in the following amounts: the per household per month price for Residential Solid Waste Collection, Disposal and Recycling Services as set forth in BID FORM 8, which includes all direct and indirect costs, including but not limited to the costs of disposal of the Solid Waste at a licensed Solid Waste Landfill or Solid Waste Transfer Station, Recycling and Yard Waste Processing and all Governmental Fees applicable on the generation, receipt, transfer and disposal of Solid Waste in the State of Ohio; and for Services identified on BID FORM 9. These prices include Governmental Fees assessed on solid waste disposed in a sanitary landfill in Ohio as of July 29, 2021. Should any Governmental Fees increase or decrease during the term of the Contract, the Contractor may add or shall subtract the amount of the increase to the per ton disposal cost charged to the City based upon the following formula:

Permissible Pass-Through Charges. Any and all Governmental Fee increases incurred for disposal of Solid Waste at the Solid Waste Landfill, Solid Waste Disposal Facility, Solid Waste Transfer Facility may be passed on by the Contractor. Any and all Governmental Fee decreases shall be passed on by the Contractor. A Governmental Fee is a fee applied to the disposal or processing of Solid Waste levied by the United States Federal Government, State of Ohio, County, Township, Municipality or Solid Waste District. The Contractor shall give the City and Residents as much notice as is practicable before adjusting for Governmental Fee modifications. In the event an adjustment is necessary, the Contractor charge per Residential Unit shall be adjusted by an amount to be determined as follows:

For Solid Waste Disposal: per ton price difference ÷ 12

Note that the Cuyahoga County Solid Waste District's generation fee will increase from \$1.50 to \$2.00 on January 1, 2023 and such increase may be passed-through pursuant to the formula ($\$0.50/12 = \0.04 per month increase to the per household per month price).

Deductions from Contractor's Invoice for Non-performance. If the Contractor misses or fails to make a collection, except as provided in Paragraph 6, on the regularly scheduled day from any Unit(s) on the same street two (2) or more times in any ninety (90) day period, even if corrected within twenty-four (24) hours, the City may withhold from payment the lesser of Twenty-Five Dollars (\$25.00) per Unit or Two Hundred and Fifty Dollars (\$250.00) per street (no more than one mile in length). In the event that the City performs cleanup services, the City may withhold from payment one hundred dollars (\$100.00) per service call plus \$50.00 per hour for cleanup services performed by the City. If the Collection Contractor commingles Source Separated Recyclable Materials with Solid Waste for Disposal, the City may withhold from payment in the amount of one hundred dollars (\$100.00) per Unit. In the event the City is charged by the MRF or Compost Facility designated for contaminated loads or excessive residuals, the City may withhold from payment the amount of the charge.

The remedies available pursuant to this section are in addition to any other remedies available to the City pursuant to this Agreement, and the City's determination not to use any remedy in response to a failure to perform shall not constitute a waiver by the City of the right to exercise any remedy in response to subsequent failures to perform.

2. **Record Keeping – Daily, Monthly, and Annual Report**

The Contractor shall report any Units not placing collection containers on the collection day to the City. This report shall be provided to the City at the end of each collection day to avoid disputes regarding whether collection containers were placed for collection by the Resident. The Contractor and the City may agree to utilize a different procedure, provided such agreement is in writing.

The Contractor must submit a monthly record of the total tonnage of Solid Waste and Recyclable Materials collected for the preceding month within ten (10) days of the preceding month and submit this with the monthly invoice to the City of Parma Heights. The Contractor shall also submit a year-end annual report. The year-end report will be due within 30-days of the end of the reporting year and include a month by month collection accounting of the tonnage of Solid Waste collected and disposed and a month by month accounting of all Recyclable Materials collected and recycled.

3. **Billing Service and Payment**

The Contractor will invoice the City of Parma Heights for services rendered within ten (10) days following the end of the month. The invoice will be sent to City Hall at the attention of the City's Director of Public Service.

4. **Fuel Adjustments**

The Contractor will not apply a Fuel Price Adjustment to the monthly invoice.

ARTICLE V - PERFORMANCE BOND AND INSURANCE

1. Performance Bond

Within ten (10) days after receiving the Notice of Award, the Contractor after receiving a Notice of Award, will furnish a Performance Bond in the amount of [INSERT AMOUNT] executed by a duly authorized surety, acceptable to the City in all respects, or such other security acceptable to the City. The Performance Bond will be issued annually for each contract year during the term of the contract. The entire cost of the bond(s) will be paid for by the Contractor.

2. Insurance

The Contractor will at all times during the Contract maintain in full force in effect the insurance coverage's listed below, including contractual liability coverage arising hereunder. All insurance will be issued by insurers and for policy limits acceptable to the City, and Contractor will furnish the City certificates of insurance or other evidence satisfactory to the City evidencing the required insurance has been procured and is in force. Contractor will upon written request from City, provide City with original copies of the policies and all endorsements to any such policies.

The City and its council members, officers, representatives, agents, and employees will be additional insured's on the Contractor's Commercial General Liability, Employers Liability, Automobile Liability, and Excess/Umbrella Liability insurance; the extent of the additional insured coverage afforded will be no less broad than that provided under ISO Form CG 20 26 11/85 for General Liability and Umbrella/Excess Liability, ISO Form CA 20 48 02/99 for Auto Liability, or substitute forms providing equivalent coverage. The additional insured coverage afforded under Contractor's policies will include both ongoing operations (work in progress) and completed operations (completed work). The insurance coverage to be purchased and maintained by Contractor as required by this paragraph will be primary to any insurance, self- insurance, or self-funding arrangement maintained by City which will not contribute therewith, and there will be severability of interests under the insurance policies required hereunder for all coverage's provided under said insurance policies and otherwise provide cross liability coverage.

The Contractor will be responsible for the payment of any and all deductible(s) or retention(s) under the policies of insurance purchased and maintained by it pursuant to this Contract. To the extent permitted by law, all or any part of any required insurance coverage may be provided under an approved plan or plans of self-insurance. The coverage's may be provided by the Contractor's parent corporation.

Insurance Coverage Requirements

Coverage	Minimum limits of liability, terms and coverage
Commercial General Liability	\$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations \$2,000,000 products/completed operations annual aggregate \$2,000,000 general annual aggregate
Auto Liability Insurance	\$1,000,000 each person, bodily injury and property damage, including owned, non-owned and hired auto liability ISO Form CA 9948, or a substitute form providing equivalent coverage, is required
Employer's Liability	\$1,000,000 bodily injury by accident, each accident \$1,000,000 bodily injury by disease, each employee \$1,000,000 bodily injury by disease, policy aggregate
Umbrella/Excess Liability	\$5,000,000 each occurrence and annual aggregate Underlying coverage shall include General Liability, Auto Liability, and Employers Liability
Pollution Legal Liability	\$1,000,000 per claim \$1,000,000 annual aggregate covering damages or liability arising or resulting from Contractor's services rendered, or which should have been rendered, pursuant to this Contract
Property	Contractor shall purchase and maintain property insurance covering machinery, equipment, mobile equipment, and tools used or owned by Contractor in the performance of services hereunder. City shall in no circumstance be responsible or liable for the loss or damage to, or disappearance of, any machinery, equipment, mobile equipment and tools used or owned by Contractor in the performance of services hereunder.

Workers' Compensation Coverage. Prior to commencing work under this Agreement, the Contractor shall furnish to the City satisfactory proof that the Collection Contractor has paid current premiums for workers' compensation coverage for all persons employed in carrying out the work covered by this Agreement. Such proof must be included as Exhibit B, which is attached and incorporated by reference. The Contractor is responsible for forwarding updated proof of payment for workers' compensation coverage on an on-going basis, as such proofs expire. The Contractor shall hold the City free and harmless for any and all personal injuries of all persons performing work for the Contractor under this Agreement.

ARTICLE VI - INDEMNIFICATION

1. Environmental Indemnity

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the costs and expenses incident thereto which any Indemnatee may incur, become responsible for, or pay out for or resulting from contamination of or adverse effects on the environment, or any violation of governmental laws, regulations, or orders, in each case, to the extent caused by the Contractor's negligence or willful misconduct relating to the performance of the work hereunder. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

2. General Indemnity

The Contractor will indemnify, save, and hold the City, its members of council, employees, agents, officers and consultants (each an "Indemnatee") harmless from and against any and all liabilities, claims, demands, causes of action, penalties, judgments, forfeitures, liens, suits, costs and expenses whatsoever (including those arising out of death, injury to persons, or damage to or destruction of property), and the cost and expenses incident thereto (including reasonable attorneys' fees), which any Indemnatee may hereafter incur, become responsible for, or pay out for or resulting from the performance of the Residential Waste Collection and Recycling Services under this Agreement, provided that any such claim, damage, loss, or expense: is attributable to bodily injury, sickness, disease, or death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom; and is caused in whole or in part by any negligent act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose acts any of them may be liable, regardless of whether or not it is caused in part by a party indemnified hereunder. Such obligation will not be construed to negate, abridge, or otherwise reduce any other right or obligation of indemnity which would otherwise exist as to any party or person described in this section. Any Indemnatee will promptly notify the Contractor of any assertion of any claim against it for which it is entitled to be indemnified hereunder, will give the Contractor the opportunity to defend such claim and will not settle such claim without the approval of the Contractor. This section will survive expiration or earlier termination of this Agreement.

3. Indemnity Not Limited

In any and all claims against the City, its employees, agents, officers and consultants, by any employee of the Contractor or anyone for whose acts any of them may be liable, the indemnification obligation under this section shall not be limited in any way by any

limitation on the amount or type of damages, compensation, or benefits payable by or for the Contractor under workers' compensation acts, disability benefit acts, or other employees' benefit acts. Nothing herein shall be construed as creating any personal liability on the part of any employee, agent, officer or consultant of the City.

ARTICLE VII: PERFORMANCE ASSURANCE; BREACH AND TERMINATION

1. Performance Assurance

The Contractor agrees to immediately report to the City any notice or order from any governmental agency or court or any event, circumstance or condition that may adversely affect the ability of the Contractor to fulfill its obligations hereunder. If upon receipt of such report or upon the City's own determination that any such notice, order, event, circumstance or condition adversely affects the ability of the Contractor to fulfill its obligations hereunder, the City will have the right to demand adequate assurances from the Contractor that the Contractor is able to fulfill its obligations hereunder. Upon receipt by the Contractor of any such demand, the Contractor, within fourteen (14) days will submit to the City its written response. In the event that the City does not agree that the Contractor's response will provide adequate assurance of future performance to the City, then the City may, in the exercise of its sole discretion, seek substitute or additional sources for the delivery of all or a portion of the Residential Waste Collection and Recycling Services provided by the Contractor, declare the Contractor is in default of its obligations under this Agreement or take such action the City deems necessary to assure that the Residential Waste Collection, Disposal and Recycling Services will be available to the City and its Residents.

2. Breach of Contract; Termination.

Upon the material failure of the Contractor to comply with the terms or conditions of this Agreement, the City may terminate the Agreement in the following manner: The City shall provide notice to the Contractor, by certified mail, return receipt requested, of the alleged material failure of the Contractor to comply with the Agreement. The Contractor shall have ten (10) days to provide the City with written assurance, which can be substantiated by reasonable proof, that the material failure(s) issues identified in the notice have been corrected. In the event that the Contractor fails to provide such written assurance and substantiating proof within the ten (10) day period for corrective action, or there are ongoing or continuing failures to perform the Collection Services, the City may terminate this Agreement. Any such termination shall not take effect until the City is able to secure alternate or substitute performance. The City may commence the process to obtain an alternate or substitute service provider for the Residential Solid Waste Collection, Disposal and Recycling Services following the failure of the Contractor to cure the alleged material failure to the satisfaction of the City, in the exercise of the reasonable discretion of the City.

3. Surety or City Cover in the Event of a Material Failure.

In the event of termination, the Contractor's surety shall have the right to take over and perform under the Agreement. However, if the surety does not commence performance,

the City shall take over performance by contract or otherwise at the expense of the surety. In the event there is no surety-provided cover, or the City is unable to provide or obtain cover, the effective termination date may be delayed by the City until the City completes the process of obtaining a substitute service provider of the Residential Solid Waste Collection, Disposal and Recycling Services. In such event, the Contractor shall continue to perform its responsibilities under this Agreement until the effective date of termination. Material failure includes, but is not limited to, the City's receipt of more than twenty (20) bona fide complaints in any given month regarding the collection services. A bona fide complaint is a complaint that the City has investigated and determined that the complaints represent failures of the Contractor to provide the required collection services. Material failure also includes the failure of the Contractor to provide the Performance Bond and proof of insurance as required, or payment of the City income taxes.

4. Termination for Change of Control of Collection Contractor.

The award of this Agreement is based on the ownership and control of the Contractor as of the time of the award. Such ownership and control is a material term in such award. If during the term of this Agreement, the Contractor shall be merged or sold, the City shall have the right, in its sole discretion, to terminate this Agreement upon thirty (30) days written notice of termination to the Contractor. In the event of such notice of termination, the Contractor shall continue to perform under the terms of this Agreement until such time as the City is able to obtain alternate or substitute service.

5. Force Majeure.

Performance hereunder may be suspended where made impracticable due to events beyond the reasonable control of a Party required to perform, including without limitation, acts of God, war, riot, labor unrest, or acts of superior governmental authority.

ARTICLE VIII. MISCELLANEOUS

1. Entire Agreement

This Agreement, the Invitation to Bid, Bidder's Bid Forms and all attachments hereto represent the entire agreement of the parties as to its subject matter and supersedes all other prior written or oral understandings. This Agreement may be modified or amended only by a writing signed by both parties.

2. Notices

Written notice required to be given under this Agreement will be sufficient if delivered personally or mailed by certified mail with return receipt requested with proper postage to the Contractor, attention _____, and to the City of Parma Heights, attention _____, at their respective addresses set forth above. Any change in address must be given in like manner.

(INSERT CONTACT NAMES, ADDRESSES HERE)

3. Waiver

No waiver, discharge, or renunciation of any claim or right of the City or the Contractor arising out of a breach or alleged breach of this Agreement by the City or the Contractor will be effective unless in writing signed by the City and the Contractor.

4. Applicable Law

This Agreement will be governed by, and construed in accordance with, the laws of the State of Ohio. Additional Cities/Villages located within the Solid Waste Management District may "opt in" at a later date without the necessity of a further competitive bidding process, in accordance with Ohio Revised Code section 9.48.

5. Unenforceable Provision

If any provision of this Agreement is in any way unenforceable, such provision will be deemed stricken from this Agreement and the parties agree to remain bound by all remaining provisions. The parties agree to negotiate in good faith a replacement provision for any provision so stricken.

6. Binding Effect

This Agreement will be binding upon and will inure to the benefit of, and be enforceable by and against, the respective successors and assigns of each party hereto. Provided, however, that the Contractor may not assign this Agreement or any of the Contractor's rights or obligations hereunder without the express written consent of the City, which consent may be withheld for any reason or for no reason.

7. Rights or Benefits

Nothing herein will be construed to give any rights or benefits in this Agreement to anyone other than the City and the Contractor and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the City and the Contractor and not for the benefit of any other party.

IN WITNESS WHEREOF, the City of Parma Heights and the Contractor, acting herein by their duly authorized representatives, have hereunto set their hands this day and year first above written.

City of Parma Heights

Name

Title

Signature

Date

Approved by City Attorney or Village Law Director

[CONTRACTOR NAME]

Name

Title

Signature

Date

EXHIBIT A: Definitions

“Agreement” means the Contract for Residential Solid Waste Collection, Disposal and Recycling Services.

“Appliances” means all white goods.

“Bid” means a price submitted to the City in response to the Invitation to Bid for Residential Solid Waste Collection, Disposal and Recycling Services as described in the Bid Documents.

“Bid Bond” means a bond or any other instrument acceptable by the City and in accordance with any local ordinance ensuring the City that the Successful Bidder will execute the Agreement substantially in the form provided in the Bid Documents.

“Bidder” means a person, partnership, joint venture, corporation or limited liability company submitting a Bid to the City in response to the Invitation to Bid to provide Residential Solid Waste Collection, Disposal and Recycling Services.

“Bid Documents” means the documents prepared and furnished by the City. Bidders are to use the Bid Documents in the submission of all Bids. Bid Documents include: Legal Notice to Bidders, Instructions to Bidders, Bid Forms, Form of Contract and all attachments and exhibits thereto.

“Bid Form(s)” means the forms provided by the City in the Bid Documents on which all Bids must be submitted.

“Bulky Waste” means any Solid Waste that is either, by weight or by volume, too large to be contained in the Contractor issued 32-Gallon or 96 Gallon Wheeled Cart, (i.e. stoves, water tanks, washing machines, furniture, mattresses and other household items and appliances that are not Freon-containing). The volume of material, bagged or individual item(s), cannot exceed two (2) cubic yards (6 feet wide x 3 feet tall x 3 feet deep).

“Collection Contractor” means the individual or entity selected by a City/Village for the collection of Solid Waste, Recyclable Materials and/or yard waste from Residential Units, municipal facilities and during special events within the City/Village.

“Collection Vehicles” mean those vehicles used by the Contractor to collect Solid Waste and Recyclables at the Curb.

“Commencement Date” means the first day of the first week during which the Residential Solid Waste Collection, Disposal and Recycling Services will commence.

“Compost” as defined in OAC 3745-560-02(C)(1-4)

“Composting” means the biological decomposition of yard waste and other organic wastes under controlled conditions resulting in compost. Controlled conditions include but are not limited to grinding, shredding, chipping, mixing feedstocks, bulking agents and additives, piling, physical turning, aerating, adding moisture, performing procedures to achieve human pathogen reduction, or other processing of solid wastes.

“Compost Facility” means the classes of facilities regulated by the Ohio EPA as defined in OAC 3745-560-02(C)(1-4)

“Construction and Demolition Debris” means waste building materials resulting from construction, remodeling, repair or demolition operations.

“Container Services” means the provision by the Contractor of rear or front load, roll-off containers and carts for the collection of Solid Waste and Recyclables at various municipal facilities and the regularly scheduled emptying of the containers as indicated in Table 2 of the Invitation to Bid.

“Contamination” means the presence of Solid Waste, Garbage, Refuse, Residual Solid Waste or any Non-Recyclable Materials that are commingled with Recyclable Materials or Yard Waste and hinder or prevent the processing of the Recyclable Materials or Yard Waste by the Contractor at the MRF or Compost Facility.

“Contaminated Loads” means loads of materials delivered to the MRF or Compost Facility that contain a level of Contamination in such amounts as to hinder or prevent the processing of the load.

“Contract or Form of Contract” means the agreement for Residential Solid Waste Collection, Disposal and Recycling Services entered into by and between the Successful Bidder and the City of Parma Heights.

“Contract Documents” include the Request for Proposals, Instructions to Bidders, Contractor’s Bid and supporting documents, General Specifications, the Contract Performance Bond or any addenda or changes to the foregoing documents agreed to by the City and the Contractor.

“Contractor” means the person, corporation, partnership, or limited liability company performing Residential Solid Waste Collection, Disposal and Recycling Services under contract with the City of Parma Heights.

“County of Cuyahoga” refers to the geographic region of the Cuyahoga County Solid Waste District which includes a small portion of the Village of Hunting Valley that is located within Geauga County.

“Curbside” “Curb” means that portion of the right-of-way adjacent to paved or traveled roadways, including the end of a driveway, curb line or alley line. Containers will be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.

“Dead Animals” mean animals or portions thereof equal to or greater than 50 lbs. in weight that have expired from any natural cause regulated by law, except those slaughtered or killed for human use.

“Disposal Site” means a Solid Waste or refuse depository including but not limited to Solid Waste Landfills, Solid Waste Transfer Stations, incinerators, and waste processing/separation centers licensed, permitted or approved to receive for processing or final disposal of Refuse and Dead

Animals by all governmental bodies and agencies having jurisdiction and requiring such licenses, permits or approvals.

“Excess Bagged Waste” is Solid Waste, Refuse, or Garbage that is placed outside of the 96 gallon collection container for Solid Waste.

“Freon-Containing Appliances” means any appliance containing refrigerant. The Contractor must provide the lawful removal of all refrigerant contained in any refrigerators, freezers, air conditioners and dehumidifiers that are collected and provide documentation, upon request, to verify the proper removal of refrigerant. Refrigerants/Freon must be recovered prior to acceptance for disposal. Compliance and removal of Freon is responsibility of Contractor.

“Fuel Price Adjustment” means an increase or decrease proposed by the Successful Bidder in the cost of collecting Solid Waste and Recyclables and transporting those materials to a Solid Waste Transfer Station, Landfill, or Material Recovery Facility.

“Garbage” means any and all dead animals less than 50 lbs. in weight, except those slaughtered for human consumption; every accumulation of waste (animal, vegetable and/or other matter) that results from the preparation, processing, consumption, dealing in, handling, packing, canning, storage, transportation, decay or decomposition of meats, fish, fowl, birds, fruit, grains or other animal or vegetable matter (including, but not by way of imitation, used tin cans and other food containers; and all putrescible or easily decomposable waste animal or vegetable matter which is likely to attract flies or rodents); except (in all cases) any matter included in the definition of Bulky Waste, Rubbish or Stable Matter.

“Governmental Fees” means a fee applied to the disposal or processing of Solid Waste, Recyclable Materials or Yard Waste levied by the United States Federal Government, State of Ohio, County, Municipality, Township or Solid Waste Management District or other public entity. A Governmental Fee does not include any charge by a private corporation.

“Holiday” means New Year’s Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.

“Household Hazardous Waste” means any chemical, compound, mixture, substance or article which is designated by the United States Environmental Protection Agency or appropriate agency of the State to be hazardous waste as that term is defined by or pursuant to Federal or State Law. The Clean Air Act prohibits the disposal of CFCs and HCFCs into landfills.

“Invitation to Bid” means the request of the City of Parma Heights for bids for Residential Solid Waste Collection, Disposal and Recycling Services.

“Instructions to Bidders” means that portion of the Bid Documents that explains the background and procedures for submitting a Bid.

“Material Recovery Facility”, “MRF” or “Recycling Facility” means a facility that sorts and processes Mixed Recyclables to prepare them for processing and reconstitution as a product sold in commerce.

“Municipality” means the City of Parma Heights, Ohio located in Cuyahoga County.

“Notice of Award” means written notification that a Bid has been accepted by the City of Parma Heights.

“Notice to Proceed” means written notice from the City to commence the Residential Solid Waste Collection, Disposal and Recycling Services.

“Performance Bond” means a bond or any other instrument acceptable by the City and in accordance with any local ordinance insuring the City is issued to guarantee full and complete execution and performance of the Contract.

“Producer” means an owner or occupant of a Residential Unit who generates refuse.

“Recyclables” or “Mixed Recyclables” or “Recyclable Materials” includes, but not limited to, cans (aluminum and steel); cartons (refrigerator and shelf stable cartons); glass (bottles and jars); fiber (mixed paper, box board and cardboard); and plastic bottles and jugs.

“Recycling Services” or “Recycling Processing Services” means the acceptance of Recyclables and recycling processing services provided by a Material Recovery Facility or Recycling Facility.

“Refuse” means all residential Refuse and Bulky Waste, limited Construction Debris and Stable Matter generated at a Residential Unit unless the context otherwise requires.

“Residential Refuse” means all Garbage, Refuse, Rubbish and Bulky Waste generated by a Producer at a Residential Unit.

“Residential Unit or Units” means all single-family residential dwellings within the corporate limits of each City and considered by that Participating Community to qualify as a Residential Unit; including residences of three (3) units or less and single-family condominiums. A Residential Unit shall be deemed “occupied” when either water or power services have been established.

“Residual Solid Waste” means Solid Waste Commingled with source separated Recyclable Materials.

“Rubbish” means all waste wood, wood products, tree trimmings, grass cuttings, dead plants, weeds, leaves, dead trees, or branches thereof, chips, shavings, sawdust, printed matter, paper, pasteboard, rags, straw, used and discarded mattresses, used and discarded shoes and boots, combustible waste pulp and other products such as are used for packaging, or wrapping crockery and glass, ashes, cinders, floor sweepings, glass, mineral or metallic substances, and any and all other waste material not included in the definition of Bulky Waste, Construction Debris, Dead Animals, Garbage, Hazardous Waste or Stable Matter.

“Solid Waste” means unwanted residual or semi-solid materials resulting from Residential Units or community operations, but excluding earth or material from construction, mining or demolition operations, or other waste materials of the type that would normally be included in demolition

debris, non-toxic foundry sand, slag and other substances that are not harmful to public health. Solid Waste does not include any material that is an infectious or hazardous waste.

“Solid Waste Landfill” or “Solid Waste Disposal Facility” means an Ohio EPA permitted and licensed facility as defined by ORC 3734.01(N) and OAC 3745-27-01(S)(23) and identified by the Successful Bidder to be used for the disposal of Solid Waste.

“Solid Waste Transfer Station” or “Solid Waste Transfer Facility” means an Ohio EPA permitted and licensed facility that is used or intended to be used primarily for the purpose of transferring solid wastes that are generated off the premises of the facility from vehicles or containers into other vehicles or containers for transportation to a Solid Waste Disposal Facility.

“Stable Matter” means all manure and other waste matter normally accumulated in or about a stable, or any animal, livestock or poultry enclosure, and resulting from the keeping of animals, poultry or livestock.

“Successful Bidder” means the Bidder selected by the City to be responsive and the lowest and best Bidder in response to the Invitation to Bid.

“Term” means the duration of the Contract.

“Yard Waste” means grass clippings, leaves, twigs, branches, and other garden and/or yard refuse.

“32-Gallon Wheeled Cart” means a wheeled, rollout cart of approximately 32 gallons in capacity, capable of holding approximately 100 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

“64-gallon Wheeled Cart” means a wheeled, rollout cart of approximately 64 gallons in capacity, capable of holding approximately 200 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

“96-Gallon Wheeled Cart” means a wheeled, rollout cart of approximately 96 gallons in capacity, capable of holding approximately 300 pounds, with an integrated closing lid, which can be used for automated, semi-automated or manual Solid Waste collection by the Contractor.

EXHIBIT B: Current Workers' Compensation Certificate

Please attach the current "Certificate of Premium Payment" establishing workers' compensation coverage. Contractor is responsible for forwarding updated Certificates to City on a going-forward basis as Certificates expire.

**CERTIFICATE OF EMPLOYER'S
RIGHT TO PAY COMPENSATION DIRECTLY**

To be posted in employer's place or places of employment in compliance with Section 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies (without any alterations or changes) as required.

Policy Number and Employer Name 20005515 REPUBLIC SERVICES, INC. 18500 N ALLIED WAY PHOENIX, AZ 85054-6164	Period Specified Below May 1, 2021 to May 1, 2022
---	--

Sub(s):

- 20005515-016 REPUBLIC SERVICES OF OHIO III, INC.
- 20005515-009 WILLIAMS COUNTY LANDFILL, INC.
- 20005515-020 COUNTY ENVIRONMENTAL LANDFILL LLC
- 20005515-001 ALLIED WASTE SYSTEMS, INC.
- 20005515-004 CECOS INTERNATIONAL, INC.
- 20005515-025 AWIN MANAGEMENT INC
- 20005515-008 CELINA LANDFILL, INC.
- 20005515-027 REPUBLIC EES, LLC
- 20005515-011 REPUBLIC SERVICES OF KENTUCKY, LLC
- 20005515-028 REPUBLIC SERVICES OF OHIO TRANSPORTATION LLC
- 20005515-013 REPUBLIC SERVICES OF OHIO I, LLC
- 20005515-022 PORT CLINTON LANDFILL INC
- 20005515-012 REPUBLIC SERVICES OF OHIO HAULING, LLC
- 20005515-007 CHEROKEE RUN LANDFILL, INC.
- 20005515-018 REPUBLIC SERVICES OF INDIANA, LP
- 20005515-024 ALLIED WASTE SERVICES OF N A LLC
- 20005515-023 REPUBLIC SERVICES OF NORTH CAROLINA LLC

This certifies that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,



John Logue
Interim Administrator/CEO



CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

To be posted in employer's place or places of employment in compliance with Section 4123.83 of the Ohio Revised Code. Any employer requiring more than one copy of this certificate, may reproduce as many copies (without any alterations or changes) as required.

Policy Number and Employer Name 20005515 REPUBLIC SERVICES, INC. 18500 N ALLIED WAY PHOENIX, AZ 85054-6164	Period Specified Below May 1, 2021 to May 1, 2022
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- 20005515-005 BROWNING FERRIS INDUSTRIES OF OHIO, INC
- 20005515-019 REPUBLIC SERVICES NATIONAL ACCOUNTS LLC
- 20005515-010 COUNTY DISPOSAL (OHIO), INC.
- 20005515-026 LORAIN COUNTY LANDFILL LLC
- 20005515-017 ALLIED WASTE NORTH AMERICA INC.
- 20005515-006 BFI WASTE SYSTEMS OF NORTH AMERICA, LLC
- 20005515-021 CARBON LIMESTONE LANDFILL LLC
- 20005515-002 DEMPSEY WASTE SYSTEMS II, INC.
- 20005515-014 REPUBLIC SERVICES OF OHIO II, LLC
- 20005515-015 REPUBLIC SERVICES OF OHIO IV, LLC
- 20005515-003 NOBLE ROAD LANDFILL, INC.
- 20005515-031 REPUBLIC SERVICES CUSTOMER RESOURCE CENTER EAST, LLC
- 20005515-029 REPUBLIC SERVICES CUSTOMER RESOURCE CENTER WEST LLC
- 20005515-030 REPUBLIC SERVICES CUSTOMER RESOURCE CENTER CENTRAL LLC

This certifies that on date hereof the above named employer having met the requirements provided in Section 4123.35 of the Ohio Revised Code has been granted authority by the administrator to pay compensation directly to its injured or dependents of killed employees as provided in said Section for the period above set forth.

Sincerely,

John Logue
Interim Administrator/CEO



Bureau of Workers' Compensation

30 W. Spring St.
Columbus OH 43215-2256

Governor Mike DeWine
Interim Administrator/CEO John Logue

www.bwc.ohio.gov
1-800-644-6292

CERTIFICATE OF EMPLOYER'S RIGHT TO PAY COMPENSATION DIRECTLY

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Policy Number and Employer Name 20005515 REPUBLIC SERVICES, INC. 18500 N ALLIED WAY PHOENIX, AZ 85054-6164	Period Specified Below May 1, 2021 to May 1, 2022
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Sincerely,

John Logue
Interim Administrator/CEO

BWC-7201
SI-1

CERTIFICATE OF SECRETARY

**RELATING TO THE BID OR PROPOSAL TO PROVIDE
RESIDENTIAL SOLID WASTE COLLECTION,
DISPOSAL AND RECYCLING SERVICES
FOR THE CITY OF PARMA HEIGHTS
IN THE STATE OF OHIO**

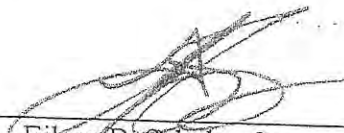
The undersigned, Secretary of **BROWNING-FERRIS INDUSTRIES OF OHIO, INC.**, a Delaware corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on February 24, 2016, that such resolution has not been rescinded, amended or modified in any respect, and is in full force and effect on the date hereof:

RESOLVED, that (i) any individual at the time holding the position of General Manager or Area Director, Finance be, and each of them hereby is, appointed as an Authorized Agent, to act in the name and on behalf of the Company and to include the execution of related documents, in connection with the day-to-day business activities of the Company, and further, that (ii) in addition to the General Manager or Area Director, Finance, any individual at the time holding the position of Area Director, Business Development; Area Director, Operations; or Market Vice President be, and each of them hereby is, appointed as an Authorized Agent to execute any bid and proposal, and if awarded, any related contract for services to be performed by the Company and any bond required by such bid, proposal or contract, all in accordance with the existing Levels of Authority and other relevant policies and procedures.

I further certify that **ROSANA MARCHESE** holds the title of General Manager and in such capacity has full authority to act in the name and on behalf of the Company as set forth in the foregoing resolution.

WITNESS MY HAND, this 23rd day of July, 2021.





Eileen B. Schuler, Secretary

Corporate Data Sheet Report

As of July 21, 2021

Browning-Ferris Industries of Ohio, Inc.

Incorporated in Delaware on 01/24/1973

Status:	Current	Internal #:	5Z
Entity Type :	Corporation		
Federal ID #:	74-6186941		
Domicile:			

Primary Address

18500 North Allied Way
Phoenix, Arizona 85054

Directors

Brian A. Goebel

Title
Director

Officers

Gregg K. Brummer

Title
President

John B. Nickerson

Vice President

Christopher Nie

Vice President

Eileen B. Schuler

Vice President

Jennifer L. Thomson

Vice President

Adrienne W. Wilhoit

Vice President

Lawrence D. Focazio

Vice President, Tax

Eileen B. Schuler

Secretary

John B. Nickerson

Assistant Secretary

Jennifer L. Thomson

Assistant Secretary

Adrienne W. Wilhoit

Assistant Secretary

Calvin R. Boyd

Treasurer

Direct Owners

Browning-Ferris Industries, LLC

Registered in
Delaware

%Ownership
100.0000 %

Corporate Data Sheet Report

As of July 21, 2021

Browning-Ferris Industries of Ohio, Inc.

Registrations

	<u>Charter No.</u>	<u>Tax ID No.</u>	<u>Date</u>	<u>End Date</u>
Delaware Incorporation	0788480		01/24/1973	
Indiana Qualification	<u>Charter No.</u> 197308-186	<u>Tax ID No.</u>	<u>Date</u> 08/09/1973	<u>End Date</u>
Kentucky Qualification	<u>Charter No.</u> 0144732	<u>Tax ID No.</u>	<u>Date</u> 10/01/1973	<u>End Date</u>
Ohio Qualification	<u>Charter No.</u> 437237	<u>Tax ID No.</u>	<u>Date</u> 03/23/1973	<u>End Date</u>
Pennsylvania Qualification	<u>Charter No.</u> 6014-417	<u>Tax ID No.</u>	<u>Date</u> 06/18/1973	<u>End Date</u>
West Virginia Qualification	<u>Charter No.</u> n/a (see comments)	<u>Tax ID No.</u> 74-618-6941-002 4	<u>Date</u> 11/10/1983	<u>End Date</u>

EXHIBIT C: Corporation Affidavit

(To be filled in and executed if the Contractor is a Corporation.)

STATE OF OHIO

COUNTY OF _____ ss:

_____, being duly sworn, deposes and says that he/she is Secretary of the _____, a Corporation organized and existing under and by virtue of the laws of the State of Ohio, and having its principal office at:

Street Address/City/State/Zip Code

AFFIANT further says that he/she is familiar with records, minutes, books, and bylaws of the:

Name of Corporation

AFFIANT further says that: _____
Name of Officer/Title

is duly authorized to sign the Agreement for the following:

Name of Agreement

for said Corporation by virtue of:

(State whether a provision of bylaws or resolution by Board. If resolution, give date of adoption.)

Signature

Sworn to before me and subscribed in my presence this ____ day of _____, 20__.

Notary Public
My Commission Expires: _____

EXHIBIT D: Performance Bond

PERFORMANCE BOND FOR THE PROVISION OF COLLECTION SERVICES

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned Collection Services Provider ("Principal") and [insert name of surety] ("Surety"), a corporation organized and doing business under and by virtue of the laws of the State of Ohio, and duly licensed for the purpose of making, guaranteeing, or becoming sole surety upon bonds or undertakings required or authorized under the laws of the State of Ohio, and that the liability incurred is within the limits of section 3929.02 of the Revised Code are held and firmly bound unto the City of _____ ("Beneficiary") Beneficiary in the sum of _____, in lawful money of the United States, of such sum to be made, the Principal and Surety bind ourselves, and each of our administrators, successors, and assigns, jointly and severally, firmly by this Performance Bond.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain Collection Services Agreement by and between Principal and Beneficiary, dated the ___ day of _____, 2021, a copy of which is hereto attached and made a part hereof, for the collection, transportation and delivery for disposal or processing of Solid Waste, Recyclable Materials and Yard Waste generated by Residential Units, Municipal Facilities and during Special Events to City-Designated Facilities ("Collection Services").

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said Collection Services Agreement during the original term thereof, and any extensions thereof which may be granted by the Beneficiary, with or without notice to the Surety and during the one year guaranty period, and if Principal shall satisfy all claims and demands incurred under such Collection Services Agreement, and shall fully indemnify and save harmless the Beneficiary from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Beneficiary all outlay and expense which the Beneficiary may incur in making good any default, then this obligation shall be void; otherwise, to remain in full force and effect.

PROVIDED FURTHER, that said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Collection Services Agreement to be performed thereunder or the specifications accompanying the same shall in any way affect Surety's obligation on the Performance Bond, and Surety does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the Collection Services Agreement.

IN WITNESS WHEREOF, the Principal and Surety have executed this Performance Bond under their several seals, if any, this _____ day of _____, 2021, by their respective representatives, pursuant to authority of their respective governing bodies.

ATTEST:

_____		_____	
(Principal)		(Surety)	
_____	By: _____	_____	By: _____
(Principal Secretary)		(Surety Secretary)	
(SEAL)		(SEAL)	
_____	_____	_____	_____
(Witness as to Principal)	(Address)	(Witness as to Surety)	(Attorney-In-Fact)
_____	_____	_____	_____
	(Address)	(Address)	(Address)
		_____	_____
		(Address)	(Address)

Legal Status of the Principal

A CORPORATION duly organized and doing business under the laws of the State of _____, for whom _____, bearing the official title of _____, whose signature is affixed to this Performance Bond, is duly authorized to execute contracts.

A PARTNERSHIP trading and doing business under the firm name and style of _____, all the members of which with addresses are: _____

An INDIVIDUAL whose signature is affixed to this Performance Bond, doing business under the firm name and style of _____.

CERTIFICATE AS TO PRINCIPAL

_____, certify that I am the _____ Secretary of the corporation named as the Principal in the within Performance Bond; that _____, who signed the Performance Bond on behalf of the Principal was then _____ of the corporation; that I know his/her signature, and his/her signature thereto is genuine; and that the Performance Bond was duly signed, sealed, and attested to for and on behalf of the corporation by authority of its governing body.

(Corporate Seal)

EXHIBIT E: Street Can Locations

1. IN FRONT OF 5877 PEARL ROAD
2. CORNER OF LOTUSDALE AND PEARL BY RTA BUS STOP
3. CITY PARK – PEARL AND LOTUSDALE (EVEN SIDE)
4. IN FRONT OF 5963 PEARL
5. IN FRONT OF 6037 PEARL
6. IN FRONT OF 6085 PEARL
7. PEARL ROAD AND ACKLY BY RTA BUS STOP
8. IN FRONT OF LIBRARY @ 6200 PEARL
9. IN FRONT OF GREEBRIAR SHOPPING CENTER- 6251 PEARL
10. CAN BEHIND CITY HALL – 6281 PEARL
11. IN FRONT OF 6315 PEARL ROAD
12. IN FRONT OF 6326 PEARL – AT RTA BUS STOP IN FRONT OF WALGREENS
13. IN CITY PARK AT 6338 PEARL – COLOMBO PARK
14. IN FRONT OF 6365 PEARL
15. IN FRONT OF 6421 PEARL – MCDONALDS
16. IN FRONT OF 6454 PEARL
17. IN FRONT OF 6461 PEARL
18. IN FRONT OF 6505 PEARL
19. CORNER OF PEARL AND ORCHARD
20. IN FRONT OF 6565 PEARL
21. IN FRONT OF 6615 PEARL
22. CITY PARK AT 6634 PEARL
23. IN FRONT OF 6665 PEARL
24. CORNER OF PEARL AND WEST 130TH (WEST 130TH SIDE)
25. CORNER OF YORK AND NORTH CHURCH
26. IN FRONT OF 6793 YORK
27. IN FRONT OF VALLEY FORGE HIGH SCHOOL ON YORK BY RTA STOP
28. IN FRONT OF 0081 WEST RIDGEWOOD
29. CORNER OF w. RIDGEWOOD AND BENNINGTON (ON W. RIDGEWOOD)
30. 6205 STUMPH – BY RTA BUS STOP
31. CORNER OF STUMPH & SNOW

BID FORMS AND ENCLOSURES

Each Bid, to be considered responsive, must contain the following:

- Cover Page:** Include the name and address of the company submitting the bid, the company contact name and contact information.
- Bid Form 1:** Statement of Qualifications (Implementation Schedule)
- Bid Form 2:** Facility Information
- Bid Form 3:** Bidder's Representations and Warranties
- Bid Form 4:** Non-Collusion Affidavit
- Bid Form 5:** Personal Property Tax Affidavit
- Bid Form 6:** Taxpayer Identification - W-9 Form
- Bid Form 7:** Day of the Week and Additional Recyclable Materials
- Bid Form 8A:** Price Sheet: Pricing for Collection, Disposal and Recycling Services (Monthly Bulk Waste)
- Bid Form 8B:** Price Sheet: Pricing for Collection, Disposal and Recycling Services (Weekly Bulk Waste)
- Bid Form 9A:** Price Sheet: Pricing for Additional Carts
- Bid Form 9B:** Price Sheet: Pricing for Additional Container Services
- Bid Form 9C:** Price Sheet: Pricing for Container Services at Municipal Locations
- Bid Form 10:** Disaster Management
- Current Ohio Worker's Compensation Certificate**
- Bid Bond**

BID FORM 1

Bidder Identification and References

Bidder Identification:

Name of Company Submitting Bid: Browning Ferris Industries of Ohio Inc

Street Address: 40195 Butternut Ridge Rd Elyria OH 44035

Mailing Address: Same as above

Name and Title of Individual Responsible for the Administration of a Contract, if awarded:

Rosana Marchese, General Manager

Phone: 440-458-3210 E-mail: Rmarchese@republicservices.com

Qualifications Statement:

On a separate sheet of paper to be attached to this bid form, describe your overall company (corporate) qualifications, experience and capacity to perform the Residential Solid Waste Collection, Disposal and Recycling Services and identify the management employees, and their experience, who will supervise performance of the Contract. **Include your implementation as identified in Section III, Paragraph 7 of the Contract.** This information will enable the Municipality to judge the responsibility, experience, and capability of the Bidder.

References:

Provide three (3) references of current municipal customers

Contracting Authority: City of Bay Village

Contract Contact and Phone Number: Jon Liskovec 216-509-7442

Contract Term and Description: 5 years plus renewal - weekly solid waste & recycling material collection, including source separate yard waste collection & monthly bulk collection

Contracting Authority: City of North Olmsted

Contract Contact and Phone Number: Karl Nelson 440-716-4151

Contract Term and Description: 5 years plus renewal - weekly solid waste & recycling material collection, including source separate yard waste collection & monthly bulk collection

Contracting Authority: City of Olmsted Falls

Contract Contact and Phone Number: James Graven 440-427-2344

Contract Term and Description: 5 years plus renewal - weekly solid waste & recycling material collection, including source separate yard waste collection & monthly bulk collection



Implementation Plan

Since we currently provide all services in the current contract we will continue with the same structure if awarded a new contract.

Should we be awarded a new contract with weekly bulk collection we will continue to utilize two person crews with rear load style trucks every Wednesday.

In addition, we will notify every resident in December 2021 of the change to weekly bulk collection.



7/29/2021

40195 Butternut Ridge Road. Elyria, Ohio 44035
O: 800.433.1309 F: 440.458.6846 republicservices.com

Republic Services of Elyria

Qualification Statement for City of Parma Heights

Solid Waste Collection and Recyclable Materials Collection for all
Communities Listed Below

Bay Village
North Olmsted
Olmsted Falls
Olmsted Township
Parma Heights
Fairview Park

Total Households Served
35,530

General Manager – Rosana Marchese
Years of Service – 39 years

Residential Operations Manager – John Tutalo
Years of Service – 4 years

Municipal Services Manager – Dave Kidder
Years of Service – 44 plus

Route Supervisor – Joe Cover
Years of Service – 13 years



**REPUBLIC
SERVICES**

Parma Heights trash drivers with years of service

Rt 510 – Jim Mismas 18 yrs

Rt 512 – Kevin Horne 26 yrs

Rt 518 – Mark Stewart 32 yrs

Rt 519 – Tommy Coultrip 17 yrs

Rt 527 – Brian Vrabel 16 yrs

Parma Heights recycle drivers with years of service

Rt 575 – John Whitney 38 yrs

Rt 579 – Gary Weese 42 yrs

Rt 580 – Craig Bender 37 yrs

Bulk is serviced by various teams and drivers

Trash trucks

Route 3510- #2250 CUR-2020

Route 3512- #2365 CUR-2020

Route 3518- #2251 CUR-2020 - All trash - Make MACK - Model LR64

Route 3519- #2363 CUR-2020

Route 3527- #2213 CUR-2020

Recycle trucks

Route 3575- #2447 ASL-2020

Route 3579- #2436 ASL-2018 – All recycle - Make Mack - Model LR64

Route 3580- #2422 ASL-2020

Route 3582- #2423 ASL-2020

Yard waste trucks

3478- #2259-2014

3486- #2258 -2014 - All YW – Make Mack – Model LEU613

3487- #2257-2014

Bulk trucks

3457- #2072-2016

3471- #2075-2016

3473- #2073-2016 – All bulk - Make Mack - Model LEU633

3474- #2070-2015

3499- #2074-2016

43650 Oberlin Elyria Road
Oberlin, OH 44074
440-458-5191 • Fax 440-774-4808
republicservices.com

BID FORM 2

Facility Information

Identify the facilities that would be used to manage solid waste and recyclables in the performance of contract services, if a contract is awarded.

Recycling Processing Facility – Material Recovery Facility

Name of Facility: Lorain County Resource Recovery Complex
Owner of Facility: Republic Services
Street Address: 43650 Oberlin Elyria Rd Oberlin OH 44074
Facility Manager: Dan Schoewe
Phone Number: 440-774-7634
Operating Hours: 7:00 AM - 5:00 PM Monday through Friday and Saturday on holiday weeks
Processing Price per ton charged by Facility: Variable pricing

Solid Waste Transfer Station

Name of Facility: N/A
Owner of Facility: _____
Street Address: _____
Ohio EPA Solid Waste Facility Identification Number: _____
Facility Manager: _____
Phone Number: _____
Operating Hours: _____
Transfer Price per ton charged by Facility: _____

Solid Waste Landfill

Name of Facility: Lorain County II Landfill LLC
Owner of Facility: Republic Services
Street Address: 43502 Oberlin Elyria Rd Oberlin OH 44074
Ohio EPA Solid Waste Facility Identification Number: CID:26024
Facility Manager: Bryan Gill
Phone Number: 440-774-5034
Operating Hours: 7:00 AM - 5:00 PM Monday through Friday and Saturday on holiday weeks
Disposal Price per ton charged by Facility: Variable pricing

Compost Facility

Name of Facility: Boyas Recycling
Owner of Facility: Pete and Pete Inc

Street Address: 11311 Rockside Rd Valley View OH 44125

Ohio EPA Compost Facility Registration Number: 18-C4R-0255

Facility Manager: Pete Ristagno

Phone Number: 216-524-3620

Operating Hours: 7:00 AM - 4:00 PM Monday through Friday and 8:00 AM - 12:00 PM on Saturdays

Processing Price per ton charged by Facility: Charged by cubic yard

BID FORM 3

Bidder's Representations and Warranties

Each Bidder by submitting a Bid represents and warrants to the City of Parma Heights the following:

1. Bidder has read and understands the Bid Documents and the Bid is made in accordance therewith.
2. Bidder, prior to submitting a Bid, has familiarized itself with the Residential Solid Waste Collection, Disposal and Recycling Services requested.
3. Bidder will provide Residential Solid Waste Collection, Disposal and Recycling Services in compliance with all federal, state and local laws, ordinances, rules and regulations that may in any manner affect costs, progress or performance of the Residential Solid Waste Collection, Disposal and Recycling Services.
4. Bidder will not discriminate, by any reason of race, color, religion, sex, age, disability, national origin, or ancestry, against any person or employee in the hiring and supervision of employees for the performance of Residential Solid Waste Collection, Disposal and Recycling Services.
5. Bidder is incorporated in or authorized to do business in the State of Ohio.
6. Bidder warrants that the Solid Waste Transfer Station, Solid Waste Landfill, Material Recovery Facility or legitimate Recycling Facility is in operation and to the best of Bidder's knowledge will remain in operation during the term of the Contract.
7. Bidder warrants that any Collection Contractor-provided collection container shall be free from defects and engineered to last for not less than five (5) years.

Rosana Marchese
Signature

Rosana Marchese, General Manager
Printed Name, Title

7/28/21
Date

800-433-1309
Customer Service Phone Number

BID FORM 4

Non-Collusion Affidavit

This affidavit is to be filled in and executed by the Bidder; if the Bid is made by a corporation, then by its Chief Officer.

STATE OF OHIO
COUNTY OF Lorain

CONTRACTOR Rosana Marchese, being first duly
(Name)
sworn, deposes and says that he is General Manager of
(Sole owner, partners, president, etc.)
Browning Ferris Industries of Ohio Inc
(Company name)

the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly, induced or solicited any other Bidder to submit a false or sham Bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any Bidder or anyone else to submit a sham Bid, or that anyone will refrain from bidding; that said Bidder has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Bid price of said Bidder or of any other Bidder, or to secure any advantage against the owner awarding the contract or anyone interested in the proposed contract; that all statements contained in such Bid are true; and, further, that said Bidder has not directly or indirectly, submitted his Bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to such person or persons as have a partnership or other financial interest with said Bidder in his general business.

Signed: Rosana Marchese

Subscribe and sworn to before me this 28th
day of July, 2021

Heather M. Brubaker
Notary Public

Seal of Notary



BID FORM 5

Personal Property Tax Affidavit

STATE OF OHIO

COUNTY OF CUYAHOGA, SS:

The AFFIANT, being first duly sworn, states that he/she is the

General Manager, Browning Ferris Industries of Ohio Inc

Title and Name of Company

And that he/she or Browning Ferris Industries of Ohio Inc

Name of Company

was:

x (1) NOT CHARGED with any delinquent personal property taxes on the general tax list of personal property of _____, Ohio, at the time of submitting the bid for the Recycling Services/Collection Services.

(OR)

(2) CHARGED with delinquent personal property taxes on the general tax list of personal property of _____, Ohio, at the time of submitting the bid for the Recycling Services/Collection Services and attached hereto is a statement setting forth the amount of such due and unpaid delinquent taxes and any due unpaid penalties and interest thereon.

FURTHER AFFIANT sayeth naught:

COMPANY

AFFIANT AND TITLE

Browning Ferris Industries of Ohio Inc

Ross Marches General Manager

Sworn to before me, a Notary Public, this 28th day of July, 2021.



Heather M. Brubaker
Notary Public
My Commission Expires: Feb 23, 2022

BID FORM 6

Attach Taxpayer Identification W-9 Form

(Rev. October 2018)

Request for Taxpayer Identification Number and Certification

Give Form to the requester. Do not send to the IRS.

Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.
Republic Services, Inc.

2 Business name/disregarded entity name, if different from above
Browning-Ferris Industries of Ohio, Inc. (EIN: 74-6186941)

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

Individual/sole proprietor or single-member LLC

C Corporation

S Corporation

Partnership

Trust/estate

Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ▶ _____

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

Other (see instructions) ▶ _____

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) 5

Exemption from FATCA reporting code (if any) D

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.
18500 N. Allied Way

6 City, state, and ZIP code
Phoenix, AZ 85054

7 List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			-				-				
--	--	--	---	--	--	--	---	--	--	--	--

or

Employer identification number

6	5	-	0	7	1	6	9	0	4
---	---	---	---	---	---	---	---	---	---

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here

Signature of U.S. person ▶ 

Date ▶ 10/27/2018

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

BID FORM 7

Day of The Week Collection and Identification of Additional Recyclable Materials

The City's current collection day is Wednesday.

If the Contractor is proposing to change the day(s) of collection, indicate here:

Monday No change

Tuesday

Wednesday

Thursday

Friday

Please LIST AT LEAST any "Recyclables" or "Mixed Recyclables" or "Recyclable Materials" to be accepted for collection in addition to: cans (aluminum and steel); cartons (refrigerator and shelf stable cartons); glass (bottles and jars); fiber (mixed paper, box board and cardboard); and plastic bottles and jugs.

Plastic containers # 1 - 7

BID FORM 8A

Price Sheet: Pricing for Collection, Disposal and Processing Services (Monthly Bulk Waste)

Instructions: Indicate in dollars and cents the total Residential Unit, per month bid price for all the following services:

1. **Collection:** price for weekly collection of Solid Waste with the provision of 96-gallon carts, weekly collection of Recyclables with the provision of 64-gallon carts, weekly collection of Yard Waste from April through November and first two weeks in January and monthly collection of Bulky Wastes.
2. **Solid Waste Disposal:** price to deliver solid waste to a Solid Waste Landfill and including all waste disposal fees, and all local, county and state fees, and environment fees.
3. **Processing Fee:** price to deliver Recyclable Materials to a Material Recovery Facility, including all recycling processing fees and to deliver Yard Waste to a Compost Facility, including all Yard Waste processing fees.

All-inclusive pricing for a 3-year contract term with two one-year renewal options:	Yard Waste Collection - pricing for a 3-year contract term with two one-year renewal options:	Total pricing for a 3-year contract term with two one-year renewal options
For Solid Waste and Recycling collection, Solid Waste disposal and Recycling Processing services, includes <u>monthly</u> Bulky Waste collection.	For seasonal collection of Yard Waste from April through November and first two weeks of January and to deliver the Yard Waste to a Compost Facility.	For Solid Waste and Recycling collection, Solid Waste disposal and Recycling Processing services, includes Yard Waste and <u>monthly</u> Bulky Waste collection.
Per Residential Unit, per month bid price	Per Residential Unit, per month bid price	Per Residential Unit, per month bid price
2022 \$ <u>13.00</u>	2022 \$ <u>3.75</u>	2022 \$ <u>16.75</u>
2023 \$ <u>13.39</u>	2023 \$ <u>3.86</u>	2023 \$ <u>17.25</u>
2024 \$ <u>13.79</u>	2024 \$ <u>3.98</u>	2024 \$ <u>17.77</u>
<i>Option Year 1</i> 2025 \$ <u>14.20</u>	<i>Option year 1</i> 2025 \$ <u>4.10</u>	<i>Option year 1</i> 2025 \$ <u>18.30</u>
<i>Option year 2</i> 2026 \$ <u>14.63</u>	<i>Option year 2</i> 2026 \$ <u>4.22</u>	<i>Option year 2</i> 2026 \$ <u>18.85</u>

BID FORM 8B

Price Sheet: Pricing for Collection, Disposal and Processing Services (Weekly Bulk Waste)

Instructions: Indicate in dollars and cents the total Residential Unit, per month bid price for all the following services:

1. **Collection:** price for weekly collection of Solid Waste with the provision of 96-gallon carts, weekly collection of Recyclables with the provision of 64-gallon carts, weekly collection of Yard Waste from April through November and first two weeks in January and weekly collection of Bulky Wastes.
2. **Solid Waste Disposal:** price to deliver solid waste to a Solid Waste Landfill and including all waste disposal fees, and all local, county and state fees, and environment fees.
3. **Processing Fee:** price to deliver Recyclable Materials to a Material Recovery Facility, including all recycling processing fees and to deliver Yard Waste to a Compost Facility, including all Yard Waste processing fees.

All-inclusive pricing for a 3-year contract term with two one-year renewal options	Yard Waste Collection - pricing for a 3-year contract term with two one-year renewal options	Total pricing for a 3-year contract term with two one-year renewal options
For Solid Waste and Recycling collection, Solid Waste disposal and Recycling Processing services, includes <u>weekly</u> Bulky Waste collection.	For seasonal collection of Yard Waste from April through November and first two weeks of January and to deliver the Yard Waste to a Compost Facility.	For Solid Waste and Recycling collection, Solid Waste disposal and Recycling Processing services, includes Yard Waste and <u>weekly</u> Bulky Waste collection.
Per Residential Unit, per month bid price	Per Residential Unit, per month bid price	Per Residential Unit, per month bid price
2022 \$ <u>14.02</u>	2022 \$ <u>3.75</u>	2022 \$ <u>17.77</u>
2023 \$ <u>14.44</u>	2023 \$ <u>3.86</u>	2023 \$ <u>18.30</u>
2024 \$ <u>14.87</u>	2024 \$ <u>3.98</u>	2024 \$ <u>18.85</u>
<i>Option Year 1</i> 2025 \$ <u>15.32</u>	<i>Option year 1</i> 2025 \$ <u>4.10</u>	<i>Option year 1</i> 2025 \$ <u>19.42</u>
<i>Option year 2</i> 2026 \$ <u>15.78</u>	<i>Option year 2</i> 2026 \$ <u>4.22</u>	<i>Option year 2</i> 2026 \$ <u>20.00</u>

BID FORM 9A

Price Sheet: Pricing for Additional Carts

Price for Additional Cart	
Indicate the price for delivery, collection and disposal or processing to be charged if a resident requests an additional cart per Section II.A of this Invitation to Bid	
Recycle Cart	Solid Waste Cart
\$ 50.00 Delivery plus \$7.30 a month	\$ 50.00 Delivery plus \$9.75 a month

Price for Replacement Carts	
Indicate the price for delivery of lost or stolen carts exceeding a total of fifty (50)	
Recycle Cart	Solid Waste Cart
\$ 50.00 Per cart	\$ 55.00 Per cart

BID FORM 9B

Price Sheet: Pricing for Additional Container Services

Price for Container Services						
Indicate the cost per pull to be charged to the City for any additional collections requested by the City <u>not</u> specified in Section II, Item D, Table 2. Pricing is to remain static for the duration of the term of the contract. Option years may be subject to Consumer Price Index increase.						
Container Size						
Contract Year	2-Yard	3-Yard	4-Yard	6-Yard	8-Yard	40-Yard Roll-Off
Year 1	\$6.00	N/A	\$12.00	\$18.00	\$24.00	\$455.00
Year 2	\$6.00	N/A	\$12.00	\$18.00	\$24.00	\$455.00
Year 3	\$6.00	N/A	\$12.00	\$18.00	\$24.00	\$455.00
Option Year 1	CPI	N/A	CPI	CPI	CPI	CPI
Option Year 2	CPI	N/A	CPI	CPI	CPI	CPI

BID FORM 9C

Price Sheet: Pricing for Container Services at Municipal Locations

Price for Container Services					
Indicate the cost to be charged to the City for any collections requested by the City specified in Section II, Item D, Table 2. Pricing is to remain static for the duration of the term of the contract. Option years may be subject to Consumer Price Index increase.					
Location	Solid Waste	Recycle	Frequency	Service Cost	Disposal Cost
City Hall 6281 Pearl Rd.	(2) 96-gallon carts	(1) 64-gallon cart	Weekly	\$ 17.86 / month	NA
Container near NEO Soccer 6184 Pearl Rd.		(1) 64-gallon cart	Weekly	\$ 5.41 / month	NA
Service Garage 6184 Pearl Rd.	(1) 40-yard roll off w/compactor		Twice per week	\$ 147.58 / pull	\$ 38.00 / ton
Parma Heights Fire Dept. 6184 Pearl Rd.	(1) 2-yard dumpster		Weekly	\$ 6.00 / pull	\$ N/A / ton
Cassidy Theater 6200 Pearl Rd.	(1) 2-yard dumpster		Weekly	\$ 6.00 / pull	\$ N/A / ton
Senior Center 9275 North Church Dr.	(1) 4-yard dumpster		Weekly	\$ 12.00 / pull	\$ N/A / ton
Various Receptacles (see EXHIBIT E)			Weekly	\$ 0.00 / month	NA

BID FORM 10

Disaster Management

The City of Parma Heights intends to be prepared to deal with the debris removal aspects of any natural or man-made disaster which generates significant amounts of debris that cannot be disposed of as part of the weekly service. Bidders shall supply a disaster management proposal including, but not limited to, a detailed scope of service and the costs associated with each level of service. The focus will be the prompt removal of both natural and man-made debris that is placed in or near the public right-of-way.

Included in this proposal should be a list of collection and waste disposal methods and a timeframe for response. A list of references for both the bidder and any proposed subcontractors should be included in the proposal. An explanation of general emergency waste collection experience and knowledge of FEMA reporting requirements should be delineated.

This service, and any associated costs, shall be initiated at the sole request of the City's request. Billing for these services shall be separate from all other billing.

Republic Services will provide 40 yard roll off containers at strategic locations throughout the city (see pricing on bid form 9B). In addition, Republic Services can offer 2 person crews with rear end load vehicles as available. Pricing per vehicle and crew offered at \$155.00 per hour plus \$40.00 ton disposal cost.

BID BOND

Each Bid must contain all Bid Forms and be accompanied by separate Bid Bond payable to the City of Parma Heights in the amount of ten percent (10%) of the first year Bid price (collection only) as security that, if the Bid is accepted. Please attach.

UNITED STATES OF AMERICA
STATE OF OHIO
OFFICE OF THE SECRETARY OF STATE

I, Frank LaRose, do hereby certify that I am the duly elected, qualified and present acting Secretary of State for the State of Ohio, and as such have custody of the records of Ohio and Foreign business entities; that said records show BROWNING-FERRIS INDUSTRIES OF OHIO, INC., a Delaware corporation, having qualified to do business within the State of Ohio on March 23, 1973 under License No. 437237 is currently in GOOD STANDING upon the records of this office.



Witness my hand and the seal of the Secretary of State at Columbus, Ohio this 23rd day of July, A.D. 2021.

Frank LaRose

Ohio Secretary of State

Validation Number: 202120403984

2021



2021

Solid Waste Facility License Municipal Solid Waste Landfill

License Expires December 31, 2021

Facility: Lorain County II Landfill LLC CID: 26024 43502 Oberlin-Elyria Rd Oberlin, OH 44074	Licensee: Lorain County II Landfill, LLC 43502 Oberlin-Elyria Rd Oberlin, OH 44074
--	---

This license has been issued in accordance with the requirements of state law, is subject to revocation or suspension for cause, and is not transferable without the consent of the approved Board of Health and the Director of the Ohio Environmental Protection Agency.

Licensing Authority: Lorain County Public Health

Conditions of Licensure:

The Licensee hereunder, its agents, employees, and all others in active concert with said licensee, including the facility owner and operator, shall be subject to and shall comply with the following conditions of this license:

1. All applicable requirements of Ohio Revised Code Chapters 3734, 3767, 6111, and 3704 and rules adopted thereunder.
2. Permits-to-install, plans, operational reports, other authorizing documents, and administrative and judicial orders applicable to this facility and as approved by the Director of the Ohio Environmental Protection Agency.
3. This license is conditional upon payment of the applicable fee to the Board of Health or the Director, as appropriate, within 30 days after issuance.
4. By applying for and accepting this license, the licensee specifically consents in advance and agrees to allow the Director, the Health District, or an authorized representative, to enter upon the licensee's premises at any reasonable time during the construction and/or operation of the facility for the purpose of inspecting, conducting tests, collecting samples, or examining records or reports pertaining to construction, modification, installation, or operation of the facility. The licensee hereby acknowledges and agrees that any and all rights of access granted herein shall not be deemed to be unreasonable or unlawful under Ohio Revised Code Sec. 3734.07. The licensee, its agents, employees, and all others in active concert with said licensee shall maintain and operate the facility to which the license pertains in a sanitary manner so as not to create a nuisance, cause or contribute to water pollution, or create a health hazard. This license shall not be construed to constitute a defense to any civil or criminal action brought by the State of Ohio or any duly authorized representative thereof to enforce the provisions of Chapters 3734, 3767, 6111, or 3704 of the Ohio Revised Code, or regulations issued thereunder. Issuance of this license does not relieve the licensee of the duty to comply with all applicable federal, state, and local laws, regulations and ordinances.

If Checked, Additional Conditions Apply to This License (See Back, or Attachment)

Health Commissioner

December 31, 2020

Date Issued



CERTIFICATE OF LIABILITY INSURANCE

Page 1 of 8

DATE (MM/DD/YYYY)
06/30/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER CANNON COCHRAN MANAGEMENT SERVICES, INC. 17015 N. SCOTTSDALE RD SCOTTSDALE, AZ 85255		CONTACT NAME: PHONE (A/C No.Ext): _____ FAX (A/C No.Ext): _____ E-MAIL ADDRESS: certicateteam@ccmsi.com	
INSURED REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054		INSURER(S) AFFORDING COVERAGE	
		INSURER A: ACE American Insurance Co.	NAIC # 22667
		INSURER B: Indemnity Insurance Co of North America	43575
		INSURER C: ACE Fire Underwriters Insurance Co.	20702
		INSURER D: Illinois Union Insurance Company	27960
		INSURER E:	
		INSURER F:	

COVERAGES

CERTIFICATE NUMBER: 2009784

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER: _____			HDO G72482074	06/30/2021	06/30/2022	EACH OCCURRENCE \$ 5,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY \$ 5,000,000 GENERAL AGGREGATE \$ 5,000,000 PRODUCTS -COMP/OP AGG \$ 5,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			ISA H25549752	06/30/2021	06/30/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB <input type="checkbox"/> OCCUR EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE AGGREGATE
B A C A D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input checked="" type="checkbox"/> If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WLR C67824064 AOS WLR C67824027 CA/MA/OR SCF C67824106 - WI WCU C67824143 - OH XS TNS C68990592 - TX NSXS	06/30/2021 06/30/2021 06/30/2021 06/30/2021 06/30/2021	06/30/2022 06/30/2022 06/30/2022 06/30/2022 06/30/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 3,000,000 E.L. DISEASE -EA EMPLOYEE \$ 3,000,000 E.L. DISEASE -POLICY LIMIT \$ 3,000,000
	<input checked="" type="checkbox"/> Contractor's Pollution Liability:			See page 2 for details	06/30/2021	06/30/2022	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Division Number: 4224 - Named Insured Includes: Browning-Ferris Industries of Ohio, Inc. - Db: Allied Waste Services of Elyria - Republic Services of Elyria

CERTIFICATE HOLDER

City of Parma Heights
6281 Pearl Road
Parma Heights, OH 44130
United States

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

AGENCY		NAMED INSURED	
POLICY NUMBER See First Page		REPUBLIC SERVICES, INC. 18500 N. ALLIED WAY PHOENIX, AZ 85054	
CARRIER See First Page	NAIC CODE	EFFECTIVE DATE:	

CERTIFICATE NUMBER: 2009784

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM.

FORM NUMBER: 25 FORM TITLE: CERTIFICATE OF LIABILITY INSURANCE

The following provisions apply when required by written contract. As used below, the term certificate holder also includes any person or organization that the insured has become obligated to include as a result of an executed contract or agreement.

GENERAL LIABILITY:

Certificate holder is Additional Insured including on-going and completed operations when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

AUTO LIABILITY:

Certificate holder is Additional Insured when required by written contract.
 Coverage is primary and non-contributory when required by written contract.
 Waiver of Subrogation in favor of the certificate holder is included when required by written contract.

WORKERS COMPENSATION AND EMPLOYERS LIABILITY:

Waiver of Subrogation in favor of the certificate holder is included when required by written contract where allowed by state law.

Stop gap coverage for ND, WA and WY is covered under policy no. WLR C67824064 and stop gap coverage for OH is covered under policy no. WCU C67824143, as noted on page 1 of this certificate.

TEXAS EXCESS INDEMNITY AND EMPLOYERS LIABILITY:

Insured is a registered non-subscriber to the Texas Workers Compensation Act. Insured has filed an approved Indemnity Plan with the Texas Department of Insurance which offers an alternative in benefits to employees rather than the traditional Workers Compensation Insurance in Texas. The excess policy (#TNS C68990592) shown on this certificate provides excess Indemnity and Employers Liability coverage for the approved Indemnity Plan.

Contractual Liability is included in the General Liability and Automobile Liability coverage forms. The General Liability and Automobile Liability policies do not contain endorsements excluding Contractual Liability.

Separation of Insured (Cross Liability) coverage is provided to the Additional Insured, when required by written contract, per the Conditions of the Commercial General Liability Coverage form and the Automobile Liability Coverage form.

Insurer Affording Pollution Coverage - Tokio Marine Specialty Insurance Co. (NAIC # 23850) Policy No. PPK2290912

Contracting Operations Environmental Liability - \$10,000,000 Per Contamination Incident/\$10,000,000 General Aggregate
 Additional Insured includes: City of Parma Heights, its council members, officers, representatives, agents and employees, when required by written contract.

ADDITIONAL INSURED - DESIGNATED PERSONS OR ORGANIZATIONS

Named Insured Republic Services, Inc.			Endorsement Number 24
Policy Symbol ISA	Policy Number H25549752	Policy Period 06/30/2021 TO 06/30/2022	Effective Date of Endorsement
Issued By (Name of Insurance Company) ACE American Insurance Company			

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**
- MOTOR CARRIER COVERAGE FORM**
- EXCESS BUSINESS AUTO COVERAGE FORM**

Additional Insured(s): Any person or organization whom you have agreed to include as an additional insured under written contract or agreement, which include permits and licenses, provided such contract or agreement was executed prior to the date of loss.

- A. For a covered "auto," Who is insured is amended to include as an "insured," the persons or organizations named in this endorsement. However, these persons or organizations are an "insured" only for "bodily injury" or "property damage" resulting from acts or omissions of:
 - 1. You.
 - 2. Any of your "employees" or agents.
 - 3. Any person operating a covered "auto" with permission from you, any of your "employees" or agents.
- B. The persons or organizations named in this endorsement are not liable for payment of your premium.



 Authorized Representative

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS

Named Insured Republic Services, Inc.

Endorsement Number
188

Policy Symbol ISA	Policy Number H25549752	Policy Period 06/30/2021 TO 06/30/2022	Effective Date of Endorsement
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Issued By (Name of Insurance Company)
ACE American Insurance Company

Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This Endorsement modifies insurance provided under the following:

- BUSINESS AUTO COVERAGE FORM**
- MOTOR CARRIERS COVERAGE FORM**
- AUTO DEALERS COVERAGE FORM**

We waive any right of recovery we may have against the person or organization shown in the Schedule below because of payments we make for injury or damage arising out of the use of a covered auto. The waiver applies only to the person or organization shown in the SCHEDULE.

SCHEDULE

Any person or organization against whom you have agreed to waive your right of recovery in a written contract, provided such contract was executed prior to the date of loss.



Authorized Representative

POLICY NUMBER: HDO G72482074

Endorsement Number: 149²

COMMERCIAL GENERAL LIABILITY
CG 20 10 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location(s) Of Covered Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2010 (0704), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

POLICY NUMBER: HDO G72482074

13

Endorsement Number: 131

COMMERCIAL GENERAL LIABILITY
CG 20 37 07 04

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):	Location And Description Of Completed Operations
Any Owner, Lessee or Contractor whom you have agreed to include as an additional insured under a written contract requiring CG2037 (0704), provided such contract was executed prior to the date of loss.	All locations where you are performing operations for such additional insured pursuant to any such written contract.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

Policy Number: HDO G72482074
Endorsement Number: 4

COMMERCIAL GENERAL LIABILITY
CG 24 04 05 09

NOTICE: THESE POLICY FORMS AND THE APPLICABLE RATES ARE EX-EMPT FROM THE FILING REQUIREMENTS OF THE NEW YORK INSURANCE LAW AND REGULATIONS. HOWEVER, THE FORMS AND RATES MUST MEET THE MINIMUM STANDARDS OF THE NEW YORK INSURANCE LAW AND REGULATIONS.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

SCHEDULE

Name Of Person Or Organization:	Any person or organization against whom you have agreed to waive your right of recovery in a written contract requiring CG2404 (05/09), provided such contract was executed prior to the date of loss.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

The following is added to Paragraph 8. **Transfer Of Rights Of Recovery Against Others To Us** of Section IV – Conditions:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

Workers' Compensation and Employers' Liability Policy

Named Insured REPUBLIC SERVICES, INC. 18500 N ALLIED WAY PHOENIX AZ 85054	Endorsement Number
	Policy Number Symbol: WLR Number: C67824064
Policy Period 06-30-2021 TO 06-30-2022	Effective Date of Endorsement 06-30-2021
Issued By (Name of Insurance Company) INDEMNITY INS. CO. OF NORTH AMERICA	
Insert the policy number. The remainder of the information is to be completed only when this endorsement is issued subsequent to the preparation of the policy.	

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

ANY PERSON OR ORGANIZATION AGAINST WHOM YOU HAVE AGREED TO WAIVE YOUR RIGHT OF RECOVERY IN A WRITTEN CONTRACT, PROVIDED SUCH CONTRACT WAS EXECUTED PRIOR TO THE DATE OF LOSS.

For the states of CA, UT, TX, refer to state specific endorsements.

This endorsement is not applicable in KY, NH, and NJ.

The endorsement does not apply to policies in Missouri where the employer is in the construction group of code classifications. According to Section 287.150(6) of the Missouri statutes, a contractual provision purporting to waive subrogation rights against public policy and void where one party to the contract is an employer in the construction group of code classifications.

For Kansas, use of this endorsement is limited by the Kansas Fairness in Private Construction Contract Act(K.S.A. 16-1801 through 16-1807 and any amendments thereto) and the Kansas Fairness in Public Construction Contract Act(K.S.A 16-1901 through 16-1908 and any amendments thereto). According to the Acts a provision in a contract for private or public construction purporting to waive subrogation rights for losses or claims covered or paid by liability or workers compensation insurance shall be against public policy and shall be void and unenforceable except that, subject to the Acts, a contract may require waiver of subrogation for losses or claims paid by a consolidated or wrap-up insurance program.



Authorized Agent

RESOLUTION 2021 - DRAFT

A RESOLUTION AUTHORIZING THE MAYOR TO DISPOSE OF OBSOLETE VEHICLES AND EQUIPMENT AT A PUBLIC SALE THROUGH GOVPLANET/IRONPLANET AND DECLARING AN EMERGENCY

WHEREAS, this Council authorized membership in the National Joint Power Alliance [now know as Sourcewell], a purchasing cooperative in Ordinance 2017 – 3; and

WHEREAS, GovPlanet/Iron Planet is a vendor of the National Joint Power Alliance [now known as Sourcewell]; and

WHEREAS, GovPlanet/IronPlanet will provide the City of Parma Heights with auction services for the disposal of obsolete vehicles and equipment; and

WHEREAS, the Director of Public Service recommends that the vehicles and equipment listed on Exhibit A be removed from service as a result of age and mechanical condition.

NOW THEREFORE, BE IT ORDAINED by the Council of the City of Parma Heights, County of Cuyahoga and State of Ohio that;

Section 1. The Mayor is authorized and directed to dispose of obsolete city vehicles and equipment at a public sale through GovPlanet/IronPlanet [now known as Sourcewell], a list of which is attached hereto and incorporated herein as Exhibit A at a public sale.

Section 2. This Council finds and determines that all formal actions of this Council concerning and relating to the adoption of this Ordinance were taken in an open meeting of this Council and that all deliberations of the Council and of any of its committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 3. This Council declares this Ordinance to be an emergency measure for the immediate preservation of the public health, peace and safety of this municipality and for the further reason that it is necessary to authorize the disposal of obsolete city vehicles and equipment; wherefore, it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL
MARIE GALLO

ATTEST: _____
CLERK OF COUNCIL
CHRISSEY REASON

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR
MICHAEL BYRNE



INTEROFFICE MEMORANDUM

DATE: September 8, 2021

TO: Mayor Byrne

FROM: Dennis Patten, Director of Public Service

RE: Obsolete Vehicles/Equipment (Revised from 6/17/21)

Bob Toler has provided me with the following city-owned vehicles that he would recommend to be sent to auction:

YEAR	MAKE	MODEL	VIN/SERIAL #
2000	JEEP	CHEROKEE	1J4FF28S5XL239686
2004	FORD	4 DR	1FAFP52244A152791
2007	CHEVY	4 DR	2G1WS55R679350668
2011	FORD	4 DR	2FABP7BV1BX172778
2016	DODGE	2 DR	2C3CDZAG2GH112598

It is his recommendation that these vehicles be removed from service as a result of their age, and mechanical condition.

In order to accomplish this in the most cost effective and efficient manner we would once again like to utilize the services of the Iron Planet. This will enable the vehicles to be sold in the most efficient manner, without the need for multiple advertisements.

I would ask that this be placed on the next Mayor's Caucus so that we may begin the auction process.

Please feel free to contact me if you have any questions.

Thank you.

RESOLUTION 2021 – DRAFT

A RESOLUTION AUTHORIZING A MORATORIUM ON THE GRANTING OF BUILDING PERMITS OR CERTIFICATES OF OCCUPANCY FOR ANY BUILDING, STRUCTURE, USE OR CHANGE OF USE THAT WOULD ENABLE ANY BUSINESS TO OPERATE A HOOKAH ESTABLISHMENT, BAR OR LOUNGE FOR A PERIOD NOT TO EXCEED TWELVE MONTHS FROM THE EFFECTIVE DATE OF THIS RESOLUTION, IN ORDER TO ALLOW THE CITY ADMINISTRATION, COUNCIL AND THE PLANNING COMMISSION TO REVIEW APPLICABLE OHIO STATUTES, CRIMINAL CODES AND THE CITY OF PARMA HEIGHTS ZONING CODE RELATIVE TO SUCH USE AND DECLARING AN EMERGENCY

WHEREAS, the health risks associated with hookah smoking are generally thought to be greater than those of cigarette or cigar smoking; and

WHEREAS, hookah smoke maintains significant amounts of nicotine, tar, heavy metals, and carcinogens; and

WHEREAS, waterpipe smoke may also contain charcoal and wood cinder byproduct carcinogens and carbon monoxide and the water filtration system cools the smoke over a longer period of time; and

WHEREAS, a typical hookah session may last for an hour or more and this period of sustained inhalation increases exposure to carcinogens and is similar in result, to smoking up to 100 cigarettes; and

WHEREAS, as such, the City Administration, Council and the Planning Commission require additional time to undertake a review of all the applicable codes statewide and within the city in order to formulate how such facilities may operate safely for our resident's well-being; and

WHEREAS, pursuant to the Constitution of the State of Ohio and the Ohio Revised Code, municipalities have the power to enact planning and zoning laws that are for the health, safety, welfare, comfort and peace of the citizens of the City of Parma Heights.

NOW, THEREFORE, BE IT RESOLVED by the City of Parma Heights, County of Cuyahoga, and State of Ohio:

Section 1. This Council places a moratorium on the granting of building permits or certificates of occupancy for any building, structure, use or change of use that would enable the opening of a business that uses waterpipe communal smoking of a sweetened tobacco product, for a period not to exceed twelve (12) months from the effective date of this Resolution, in order to allow the City Administration, Council and the Planning Commission to review applicable Ohio statutes, ordinances and the zoning code to such use.

Section 2. No building permits, certificates of occupancy or other permits shall be granted to a business owner who intends to open, devote floor area to a business for the retail sale of hookah bars or lounges for the period of this moratorium.

Section 3. This moratorium shall be in effect for a period of twelve (12) months from the effective date of this Resolution, or until changes are enacted to the Codified Ordinances to address these issues or until, Council approves legislation explicitly revoking this moratorium, whichever occurs first.

Section 4. This Council finds and determines that all formal action of this Council concerning and relating to the adoption of this Resolution were taken in an open meeting of this Council and that all deliberations of the Council and of any of its committees comprised of a majority of the members of the Council that resulted in those formal actions were in meetings open to the public, in compliance with the law.

Section 5. This Council declares this Resolution to be an emergency measure for the immediate preservation of the public health, peace and safety of this municipality; and for the further reason that the City of Parma Heights would like to impose a twelve (12) month moratorium on building and/or occupancy permits regarding hookah bars and lounges in order to allow the city administration, council and the planning commission to review applicable Ohio statutes, criminal codes and the City of Parma Heights zoning code relative to such use; wherefore, it shall be in full force and effect immediately after its passage by Council and approval by the Mayor.

PASSED: _____

PRESIDENT OF COUNCIL
MARIE GALLO

ATTEST: _____
CLERK OF COUNCIL
CHRISSY REASON

APPROVED

FILED WITH
THE MAYOR: _____

MAYOR
MICHAEL BYRNE