



# City of Parma Heights Council Meeting

6281 Pearl Road

Tuesday, October 12, 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](mailto:creason@parmaheights.us)

1. **ROLL CALL**
2. **PLEDGE OF ALLEGIANCE**
3. **ACTION ON MINUTES**
  - A. September 27, 2021 Council Meeting Minutes
4. **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

5. 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. **TWO OF THREE READINGS**
6. **PUBLIC SESSION**
7. **EXECUTIVE SESSION**
  - A. Adjourn to executive session to discuss personnel matters.
8. **ADJOURNMENT**

CITY HALL WILL BE OPEN FOR THE COUNCIL MEETING  
MASKS ARE REQUIRED IN CITY HALL

City Council  
Meeting Minutes  
September 27, 2021  
7:00 PM

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

**A. Members Present**

Council President Gallo  
Councilmember Haase  
Councilmember Rounds  
Councilmember Stavole  
Councilmember Walsh

**B. Members Absent**

Councilmember Everett

**C. Also Present**

Dan Bender, City Engineer  
Katie Iaconis, Director of Finance  
Chrissy Reason, Clerk of Council  
Mark Schneider, Assistant Director of Law  
Michelle Teresi, Building, Housing, & Recycling Coordinator

**2. PLEDGE OF ALLEGIANCE**

Councilmember Stavole made a motion to excuse Councilmember Everett. Councilmember Walsh Seconded.

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

**Nay:** None

Council President Gallo noted agenda item # 7 should read "**FIRST OF THREE READINGS**".

Councilmember Gallo stated that the Service Director is requesting that agenda item #8 is removed from the agenda.

Councilmember Stavole made a motion to remove item #8. Councilmember Haase Seconded.

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

**Nay:** None

**3. EXECUTIVE SESSION**

**A.** Adjourn to executive session to discuss personnel matters regarding personnel decisions specifically related to the Ward 2 Council appointment.

Councilmember Stavole made a motion to move into executive session. Councilmember Haase Seconded.

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

**Nay:** None

Council adjourns to executive session at 7:02 PM  
Council reconvenes from executive session at 7:53 PM

#### 4. APPOINTMENT OF WARD 2 COUNCILMEMBER

Councilmember Walsh requested to petition the Council for unanimous consent from the councilmembers present to excuse councilmember Walsh from voting on this appointment.

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

**Nay:** None

Councilmember Walsh is excused from the vote for appointment of the Ward 2 Councilmember.

Council President Gallo stated roll call would be taken for the appointment of the Ward 2 representative.

|         |                |
|---------|----------------|
| Rounds  | Lesley DeSouza |
| Stavole | Lesley DeSouza |
| Gallo   | Lesley DeSouza |
| Haase   | Lesley DeSouza |

**APPOINTMENT FOR THE WARD 2 REPRESENTATIVE IS LESLEY DESOUZA. VOTE WAS 4-0.**

#### 5. ACTION ON MINUTES

##### A. September 13, 2021 Council Meeting Minutes

Councilmember Rounds made a motion to approve the September 13, 2021 Council meeting minutes. Councilmember Haase Seconded.

**Aye:** Gallo, Haase, and Rounds

**Nay:** Walsh

**Abstain:** Stavole

Mid Vote Councilmember Walsh asked that the minutes be revised to reflect questions and comments made by Council and Directors during Director reports.

After the minutes were approved there was a motion to remove the September 13, 2021 Council Meeting Minutes. This motion was moot since the minutes had already been approved.

Councilmember Walsh disagreed that there were enough votes to pass the Minutes from September 13, 2021 Council Meeting. There was a brief recess with the Assistant Director of Law Schneider to discuss the process for making an amendment to the minutes and if three yes votes were enough to pass the minutes. Schneider confirmed that a majority vote is all that is

required to approve minutes and minutes can be amended by a motion, second and majority vote.

**B.** September 15, 2021 Special Council Meeting Minutes

Councilmember Stavole made a motion to approve the September 15, 2021 Special Council meeting minutes. Councilmember Rounds Seconded.

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

**Nay:** None

**Abstain:** Walsh

**6.** Reports from Mayor and Directors

**A.** Katie Iaconis, Director of Finance

- No Report

Councilmember Rounds had questions and concerns regarding the 2021 tax valuation. Director Iaconis reviewed information on the tax valuation and mills. She welcomed anyone to come and ask her any questions relating to valuation of properties. Councilmember Stavole asked if there were workshops in regards to property valuations. The valuations that are mailed out list the date and time of community meetings on the back, also the Cuyahoga County Fiscal website has resources as well for residents.

**B.** Michelle Teresi, Building, Housing, & Recycling Coordinator

- Household hazardous waste collection 11/13
- Community Shred Saturday 10/23
- All events from 9-12 at service garage

**C.** Dan Bender, City Engineer

- NOTABENE DRIVE, LAYOR DRIVE & QUEENS HIGHWAY WATERMAIN REPLACEMENT PROJECT
  - UPDATE: Project is on hold. We have and will continue to communicate with the President and Principal of Holy Name High School.
- LAYOR DRIVE & QUEENS HIGHWAY RESURFACING PROJECT – SEPARATE CONTRACT
  - UPDATE: Project will be bid next year.
- NORTH CHURCH DRIVE ROADWAY RECONSTRUCTION
  - UPDATE: Finalizing Plans. Going out to bid soon.
- 2022 MCIP PROJECTS
  - UPDATE: Blossom Avenue Lining Study, Design & Construction Project was awarded Funding.
    - Waiting on Agreement from Regional Sewer District
    - Grant was for \$667,000.
    - Local Share is \$223,000.

Councilmember Stavole asked if the residents of Laylor have been notified of the delay. City Engineer Bender will have to check with staff but he will make sure they are aware.

**LEGISLATION**

7. 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. **FIRST OF THREE READINGS**

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

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

**Nay:** None

**RESOLUTION TO BE READ BY TITLE ONLY**

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. **FIRST OF THREE READINGS**

8. 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**

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

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

**Nay:** None

**RESOLUTION TO BE READ BY TITLE ONLY**

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**

Councilmember Walsh made a motion to suspend the rules. Councilmember Stavole Seconded.

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

**Nay:** None

**RULES SUSPENDED**

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

**Aye:** Gallo, Haase, Rounds, Stavole and Walsh  
**Nay:** None

**RESOLUTION IS ADOPTED. RESOLUTION NO. 2021-23**

- ~~9. 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, CRIMINAL CODES AND THE CITY OF PARMA HEIGHTS ZONING CODE RELATIVE TO SUCH USE AND DECLARING AN EMERGENCY. **ONE READING ONLY**~~

Item #9 was removed from the agenda at the start of the meeting.

**10. 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.** Stanley Marecki – 6230 Big Creek Pkwy, has been a resident for 35 years and has noticed that the deer in the area have become a big problem and they are destroying his front and back yard. The metroparks have done controlled hunts to control the deer population and suggests the City do the same. The contact is Eric Schafer with the Ohio Division of Wildlife 216.780.9609 and he said the deer problem could be taken care of with minor changes to a few Ordinances.

Councilmember Haase sympathizes with Mr. Marecki on this issue.

- B.** Cindy Roskoe – 6295 Old Virginia Ln, Traffic coming out of Greenbriar School on Huffman Rd has been out of control, people can't get in or out of neighborhoods in the surrounding areas. She is aware that this is partially Parma but would like someone to look into this safety concern.

Council President Gallo stated that this issue would be turned over to the safety department.

- C.** Marcia Smith – 6777 Greenleaf Ave, the street light at Pearl and Greenleaf timing is off and she spent 9 minutes waiting at the light one night when there was no other traffic.

Engineer Bender stated he would look into this issue.

**11. ADJOURNMENT**

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

**Aye:** Gallo, Haase, Rounds, Stavole and Walsh  
**Nay:** None

**MEETING ADJOURNED AT 8:32 PM**

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Chrissy Reason, CMC  
Clerk of Council

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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**

| <b>BID FORM 8A</b>             |                 |
|--------------------------------|-----------------|
| 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)

| <b>BID FORM 8B</b>            |                 |
|-------------------------------|-----------------|
| 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  |
|-------------------------------------|--|
| <b>Commercial General Liability</b> | \$1,000,000 bodily injury and property damage each occurrence, including advertising and personal injury, products and completed operations<br>\$2,000,000 products/completed operations annual aggregate<br>\$2,000,000 general annual aggregate  |
| <b>Auto Liability Insurance</b>     | \$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  |
| <b>Employer's Liability</b>         | \$1,000,000 bodily injury by accident, each accident<br>\$1,000,000 bodily injury by disease, each employee<br>\$1,000,000 bodily injury by disease, policy aggregate  |
| <b>Umbrella/Excess Liability</b>    | \$5,000,000 each occurrence and annual aggregate<br>Underlying coverage shall include General Liability, Auto Liability, and Employers Liability   |
| <b>Pollution Legal Liability</b>    | \$1,000,000 per claim<br>\$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  |
| <b>Property</b>                     | 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<br><br>REPUBLIC SERVICES, INC.<br>18500 N ALLIED WAY<br>PHOENIX, AZ 85054-6164 | Period Specified Below<br><br>May 1, 2021<br>to<br>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



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<br><br>REPUBLIC SERVICES, INC.<br>18500 N ALLIED WAY<br>PHOENIX, AZ 85054-6164 | Period Specified Below<br><br>May 1, 2021<br>to<br>May 1, 2022 |
|---|--|

- 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

Ohio

Bureau of Workers' Compensation

30 W. Spring St.  
Columbus OH 43215-2256

Governor Mike DeWine  
Interim Administrator/CEO John Logue

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

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

BWC-7201  
SI-1

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FINDING OF FACTS

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In matter of the renewal application of  
20005515  
(hereinafter referred to as employer)  
of

REPUBLIC SERVICES, INC.  
18500 N ALLIED WAY  
PHOENIX, AZ 85054-6164

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The above employer, having filed its desire to continue the privilege of self-insurance pursuant to the Ohio Workers' Compensation Law and Section 35. Article II Constitution of Ohio, and such renewal application and its contents having been carefully examined by the Ohio Bureau of Workers' Compensation, the administrator hereby grants the privilege of self-insurance to above the employer from:

May 1, 2021 to May 1, 2022

or until further action of the Ohio Bureau of Workers' Compensation

---

Sincerely,



John Logue  
Interim Administrator/CEO

**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**

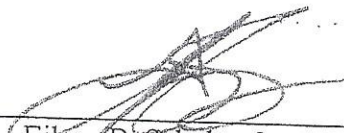
The undersigned, Secretary of **BROWNING-FERRIS INDUSTRIES OF OHIO, INC.**, a Delaware corporation (the "Company"), hereby certifies that the following is a true and correct copy of the resolution which was duly adopted by unanimous written consent of the Board of Directors of the Company on February 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 23<sup>rd</sup> 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

|                 | <u>Title</u> |
|-----------------|--------------|
| Brian A. Goebel | Director     |

### Officers

|                     | <u>Title</u>        |
|---------------------|---------------------|
| Gregg K. Brummer    | 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

|                                 | <u>Registered in</u> | <u>%Ownership</u> |
|---------------------------------|----------------------|-------------------|
| Browning-Ferris Industries, LLC | Delaware             | 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> |
|---------------------------------------|--------------------|-------------------|-------------|-----------------|
| <b>Delaware</b><br>Incorporation      | 0788480            |                   | 01/24/1973  |                 |
| <b>Indiana</b><br>Qualification       | 197308-186         |                   | 08/09/1973  |                 |
| <b>Kentucky</b><br>Qualification      | 0144732            |                   | 10/01/1973  |                 |
| <b>Ohio</b><br>Qualification          | 437237             |                   | 03/23/1973  |                 |
| <b>Pennsylvania</b><br>Qualification  | 6014-417           |                   | 06/18/1973  |                 |
| <b>West Virginia</b><br>Qualification | n/a (see comments) | 74-618-6941-002 4 | 11/10/1983  |                 |

**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 130<sup>TH</sup> (WEST 130<sup>TH</sup> 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.

---

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





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



**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

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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)

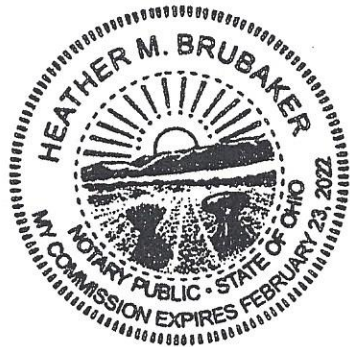
the party making the foregoing Bid; that such Bid is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization, or corporation; that such Bid is genuine and not collusive or sham; that said Bidder has not directly or indirectly, induced or solicited 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 28<sup>th</sup>  
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

Rosana 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](http://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 ▶ 9-6-21

## 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](http://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.

| <b>All-inclusive pricing for a 3-year contract term with two one-year renewal options:</b>  | <b>Yard Waste Collection - pricing for a 3-year contract term with two one-year renewal options:</b>  | <b>Total pricing for a 3-year contract term with two one-year renewal options</b>  |
|---|---|--|
| 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><br>2025 \$ <u>14.20</u>  | <i>Option year 1</i><br>2025 \$ <u>4.10</u>   | <i>Option year 1</i><br>2025 \$ <u>18.30</u>   |
| <i>Option year 2</i><br>2026 \$ <u>14.63</u>  | <i>Option year 2</i><br>2026 \$ <u>4.22</u>   | <i>Option year 2</i><br>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><br>2025 \$ <u>15.32</u>   | <i>Option year 1</i><br>2025 \$ <u>4.10</u>   | <i>Option year 1</i><br>2025 \$ <u>19.42</u>  |
| <i>Option year 2</i><br>2026 \$ <u>15.78</u>   | <i>Option year 2</i><br>2026 \$ <u>4.22</u>   | <i>Option year 2</i><br>2026 \$ <u>20.00</u>  |

**BID FORM 9A**

**Price Sheet: Pricing for Additional Carts**

| <b>Price for Additional Cart</b>  |                                       |
|---|---------------------------------------|
| 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 |

| <b>Price for Replacement Carts</b>  |                   |
|---|-------------------|
| 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**

| <b>Price for Container Services</b>  |               |               |               |               |               |                         |
|--|---------------|---------------|---------------|---------------|---------------|-------------------------|
| 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. |               |               |               |               |               |                         |
| <b>Container Size</b>  |               |               |               |               |               |                         |
| <b>Contract Year</b>   | <b>2-Yard</b> | <b>3-Yard</b> | <b>4-Yard</b> | <b>6-Yard</b> | <b>8-Yard</b> | <b>40-Yard Roll-Off</b> |
| <b>Year 1</b>  | \$6.00        | N/A           | \$12.00       | \$18.00       | \$24.00       | \$455.00                |
| <b>Year 2</b>  | \$6.00        | N/A           | \$12.00       | \$18.00       | \$24.00       | \$455.00                |
| <b>Year 3</b>  | \$6.00        | N/A           | \$12.00       | \$18.00       | \$24.00       | \$455.00                |
| <b>Option Year 1</b>   | CPI           | N/A           | CPI           | CPI           | CPI           | CPI                     |
| <b>Option Year 2</b>   | 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<br>6281 Pearl Rd.   | (2) 96-gallon carts              | (1) 64-gallon cart | Weekly         | \$ 17.86 / month | NA             |
| Container near<br>NEO Soccer<br>6184 Pearl Rd.  |                                  | (1) 64-gallon cart | Weekly         | \$ 5.41 / month  | NA             |
| Service Garage<br>6184 Pearl Rd.  | (1) 40-yard roll off w/compactor |                    | Twice per week | \$ 147.58 / pull | \$ 38.00 / ton |
| Parma Heights<br>Fire Dept.<br>6184 Pearl Rd.   | (1) 2-yard dumpster              |                    | Weekly         | \$ 6.00 / pull   | \$ N/A / ton   |
| Cassidy<br>Theater<br>6200 Pearl Rd.  | (1) 2-yard dumpster              |                    | Weekly         | \$ 6.00 / pull   | \$ N/A / ton   |
| Senior Center<br>9275 North<br>Church Dr.   | (1) 4-yard dumpster              |                    | Weekly         | \$ 12.00 / pull  | \$ N/A / ton   |
| Various<br>Receptacles<br>(see EXHIBIT<br>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.

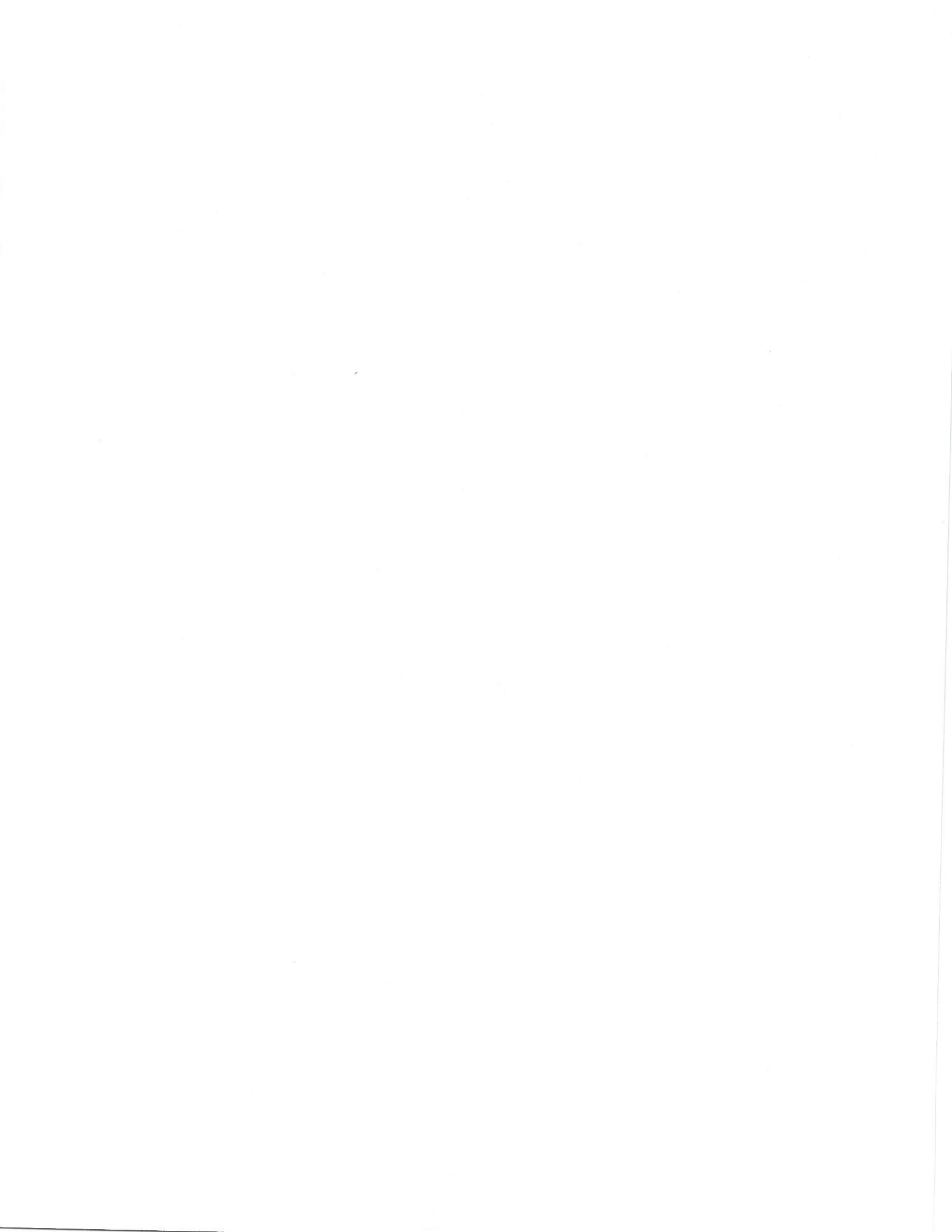
This service, and any associated costs, shall be initiated at the sole request of the City's request. Billing for these services shall be separate from all other billing.

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

|  |   |
|--|---|
| <b>Facility:</b> Lorain County II Landfill LLC<br>CID: 26024<br>43502 Oberlin-Elyria Rd<br>Oberlin, OH 44074 | <b>Licensee:</b> Lorain County II Landfill, LLC<br>43502 Oberlin-Elyria Rd<br>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).

|   |  |   |              |
|---|--|---|--------------|
| <b>PRODUCER</b><br>CANNON COCHRAN MANAGEMENT SERVICES, INC.<br>17015 N. SCOTTSDALE RD<br>SCOTTSDALE, AZ 85255 |  | <b>CONTACT NAME:</b><br><br><b>PHONE (A/C No.Ext):</b> _____ <b>FAX (A/C No.Ext):</b> _____<br><b>E-MAIL ADDRESS:</b> certicateteam@ccmsi.com |              |
| <b>INSURED</b><br>REPUBLIC SERVICES, INC.<br>18500 N. ALLIED WAY<br>PHOENIX, AZ 85054                         |  | <b>INSURER(S) AFFORDING COVERAGE</b>  |              |
|   |  | 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<br><input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR<br><br>GEN'L AGGREGATE LIMIT APPLIES PER:<br><input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC<br><input type="checkbox"/> OTHER: _____  |           |          | HDO G72482074   | 06/30/2021              | 06/30/2022              | EACH OCCURRENCE \$ 5,000,000<br>DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 5,000,000<br>MED EXP (Any one person)<br>PERSONAL & ADV INJURY \$ 5,000,000<br>GENERAL AGGREGATE \$ 5,000,000<br>PRODUCTS -COMP/OP AGG \$ 5,000,000 |
| A        | <b>AUTOMOBILE LIABILITY</b><br><input checked="" type="checkbox"/> ANY AUTO<br><input checked="" type="checkbox"/> OWNED AUTOS ONLY <input checked="" type="checkbox"/> SCHEDULED AUTOS ONLY<br><input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY<br><br><input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR<br><input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE<br><input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$ |           |          | ISA H25549752   | 06/30/2021              | 06/30/2022              | COMBINED SINGLE LIMIT (Ea accident) \$ 5,000,000<br>BODILY INJURY (Per person)<br>BODILY INJURY (Per accident)<br>PROPERTY DAMAGE (Per accident)   |
| B        | <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b><br>ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/><br>If yes, describe under DESCRIPTION OF OPERATIONS below  | Y/N       | N/A      | WLR C67824064 AOS<br>WLR C67824027 CA/MA/OR<br>SCF C67824106 - WI<br>WCU C67824143 - OH XS<br>TNS C68990592 - TX NSXS | 06/30/2021              | 06/30/2022              | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER<br>E.L. EACH ACCIDENT \$ 3,000,000<br>E.L. DISEASE -EA EMPLOYEE \$ 3,000,000<br>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<br>See First Page |           | REPUBLIC SERVICES, INC.<br>18500 N. ALLIED WAY<br>PHOENIX, AZ 85054 |  |
| CARRIER<br>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<br>24      |
| Policy Symbol<br>ISA  | Policy Number<br>H25549752 | Policy Period<br>06/30/2021 TO 06/30/2022 | Effective Date of Endorsement |
| Issued By (Name of Insurance Company)<br>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

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: 149<sup>2</sup>

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)<br>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<br>REPUBLIC SERVICES, INC.<br>18500 N ALLIED WAY<br>PHOENIX AZ 85054  | Endorsement Number                             |
|   | Policy Number<br>Symbol: WLR Number: C67824064 |
| Policy Period<br>06-30-2021 TO 06-30-2022   | Effective Date of Endorsement<br>06-30-2021    |
| Issued By (Name of Insurance Company)<br>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