

Geauga - Trumbull

Solid Waste Management District

5138 Enterprise Blvd. Warren, Ohio 44481
(330)675-2673 1-800-707-2673 Fax: (330)675-2672

Email: GTSWMD@startrecycling.com



November 8, 2016

Dear Township Trustees:

Enclosed you will find the new contract for the District sponsored single stream drop-off recycling program within your community. There are no major changes planned for the recycling program. However, beginning in January 2017 the District will contract with Ohio Valley Waste to service the recycling containers.

Please sign both copies of the new contract and return them to the District. If you have any questions do not hesitate to call me at the number above.

Sincerely,

A handwritten signature in cursive script that reads "Robert Villers".

**ROBERT VILLERS
DIRECTOR**

RV/lrs
Enclosures

GEAUGA/TRUMBULL SOLID WASTE MANAGEMENT DISTRICT
SINGLE STREAMDROP-OFF RECYCLING PROGRAM
2017-2019

CONTRACT AGREEMENT:

This agreement is made and entered into by and between the *Geauga/Trumbull Solid Waste Management District* (hereinafter referred to as "*DISTRICT*"), and *Russell Township* (hereinafter referred to as "*TOWNSHIP*") *WITNESSETH THAT:*

WHEREAS, funds for the program have been authorized by the *DISTRICT* from January 1, 2017 through December 31, 2019.

WHEREAS, the *TOWNSHIP* has made available to the *DISTRICT* property for a fixed recycling drop-off program.

WHEREAS, the *TOWNSHIP* authorizes and enters into an agreement for the *DISTRICT* to administer the drop-off program and regulate the dates and times it will be available.

WHEREAS, funds for the program will be issued only to the approved waste hauler for the removal of recyclables for the *TOWNSHIP* program.

NOW, THEREFORE, in consideration of the mutual covenants by and between the parties hereto, the parties agree as follows:

1. That the *DISTRICT* hereby leases from the *TOWNSHIP* and the *TOWNSHIP* hereby leases to the *DISTRICT*, space to be used for the housing of 8-cubic yard front load recycling containers. For a total of 36 months, commencing January 1, 2017 and terminating December 31, 2019, unless extended by written agreement before that date or otherwise terminated as provided herein.

2. That the *DISTRICT* promotes the drop-off program in the form of newspaper print advertisements and fliers.

3. That the *TOWNSHIP* shall notify the *DISTRICT* in writing of any problems or complaints that are directly related to the drop-off program.

4. That the *DISTRICT* and the *TOWNSHIP* shall be held harmless of any liability arising out of negligence caused by the contracted waste hauler for the removal of recyclables, and the *DISTRICT* and waste hauler cannot be held liable for any negligence caused by the *TOWNSHIP*.

5. That the *DISTRICT* reserves the right, at any time after execution of this *AGREEMENT*, to terminate the *AGREEMENT*, in whole or in part, upon a 30 day in advance written notification to the *TOWNSHIP*.

6. That the *TOWNSHIP* may, at any time after execution of this *AGREEMENT*, terminate this *AGREEMENT*, in whole or in part, by written notice to the *DISTRICT*. In the event of such termination, the *TOWNSHIP* shall allow the *DISTRICT* (30) thirty days to terminate this *AGREEMENT*.

7. That the *DISTRICT* shall outline what recyclables are to be collected and the overall requirements of the program, and the *TOWNSHIP* shall abide by the guidelines of the proposed recycling drop-off activity.

8. That the *DISTRICT* is not responsible for any materials, recyclable or non-recyclable, left at the drop-off site at dates and times when the container is not available for public use.

9. That the *TOWNSHIP* must make sure the drop-off site is free of unwanted debris, obstructions, or material not accepted, and the *TOWNSHIP* is responsible for any materials deposited at the site when it is not available for public use.

10. That the *TOWNSHIP* must prepare the site for the placement of 8-cubic yard front load recycling containers and agree to monitor the drop-off site on the specified hours and days it is available for public use.

11. That no funds will go to the *TOWNSHIP* for the recycling drop-off program.

12. The *TOWNSHIP* can continue to contract with other companies to provide newspaper and cardboard recycling to the township.

In witness whereof, this agreement is effective upon execution by both parties:

***Geauga/Trumbull Solid Waste
Management District***

Township Trustees

Director

Date

Location: Russell Township Maintenance
Building, 14921 Chillicothe Road

Days/Hours: Seven Days a Week
Daylight Hours

Gary G. Gabe

John D. ...

Jim Mueller

12/7/16

Date