

RESOLUTION

NO. 19-121

RE: AUTHORIZE THE PORTAGE COUNTY SOLID WASTE MANAGEMENT DISTRICT TO ENTER INTO AN AGREEMENT FOR SERVICES TO PROVIDE BI-WEEKLY CURBSIDE COLLECTION SERVICE TO FRANKLIN TOWNSHIP FOR A 5-YEAR PERIOD

It was moved by Sabrina Christian-Bennett, seconded by Vicki A. Kline that the following resolution be adopted:

WHEREAS, the Board of District Commissioners for the Portage County Solid Waste Management District submitted a proposal for curbside recycling collection services to Franklin Township, which has been accepted by the Franklin Township Trustees, now therefore be it

RESOLVED, that the Board of District Commissioners for the Portage County Solid Waste Management District authorizes the Portage County Solid Waste Management District to enter into an agreement to provide bi-weekly curbside recycling collection services for \$36.00 per single family household and per unit for multi-family units, with price increases in year two to \$42.00 per year to Franklin Township for service to begin January 1, 2020 and to continue for a period not to exceed five (5) years, and be it further

RESOLVED, that the Board of District Commissioners finds and determines that all formal actions of this Board concerning and relating to the adoption of this resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Roll call vote as follows:

Vicki Kline, Yea; Kathleen Clyde, Absent; Sabrina Christian-Bennett, Yea;

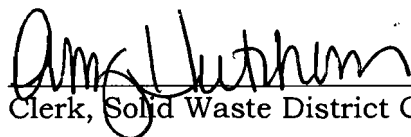
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I, Clerk of the Board of District Commissioners do hereby certify that the foregoing is a true and correct copy of a resolution of the Board duly adopted August 8, 2019 and appearing upon the official records of said Board, Journal 10.



Clerk, Solid Waste District Commissioners

**FRANKLIN TOWNSHIP
RESOLUTION 2019-14**

**A RESOLUTION AUTHORIZING AN AGREEMENT WITH DISTRICT
COMMISSIONERS OF THE PORTAGE COUNTY SOLID WASTE DISTRICT
FOR THE COLLECTION OF RECYCLABLE MATERIALS WITHIN FRANKLIN
TOWNSHIP**

The Board of Trustees of Franklin Township, Portage County, Ohio met in a regular session on May 30, 2019 at the Township Hall, 218 Gougler Avenue, Kent, Ohio, with the following members present:

Keith Benjamin
Ann Hanna
Scott Swan

Mr. Swan moved the adoption of the following resolution:

WHEREAS, Franklin Township is interested in contracting for the collection of residential sourced recyclable materials generated within the Township limits; and,

WHEREAS, the current contract with the District Commissioners of the Portage County Solid Waste Management District for the collection of recyclable materials needs to be updated.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF FRANKLIN TOWNSHIP, PORTAGE COUNTY, OHIO:

THAT the Board of Trustees of Franklin Township approves and agrees to all the terms and conditions as set forth in the agreement Exhibit "A" on file at the Franklin Township office; and

THAT this resolution shall be in full force and effect from and immediately upon its adoption; and

THAT the Franklin Township Fiscal Officer be and is directed to maintain a copy of this resolution in the Township Office for inspection by the public; and

THAT the Board of Trustees finds and determines that all formal actions of this Board concerning and related to the adoption of this Resolution were taken in an open meeting of this Board and that all deliberations of this Board that resulted in those formal actions were in meetings open to the public in compliance with the law including Section 121.22 of the Ohio Revised Code.

Ms. Hanna seconded the motion and the roll was called on the question of its adoption. The vote was as follows:

Name	Vote
Mr. Benjamin	Yes
Ms. Hanna	Yes
Mr. Swan	Yes

Adopted May 30, 2019

The State of Ohio, Portage County, ss.

I, Lisé S. Russell, Fiscal Officer of Franklin Township, do hereby certify that the foregoing is taken and copied from the Record of Proceedings of said Township; that the same has been compared by me with the Resolution on said Record and that it is a true and correct copy thereof.

Witness my signature, this 30th day of May, 2019.



Lisé S. Russell, Fiscal Officer

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

THIS AGREEMENT is entered into this 29th day of August 2019 by and between the District Commissioners of the Portage County Solid Waste Management District (hereinafter "District Commissioners") and Franklin Township (hereinafter "Township"),

WHEREAS, the District Commissioners currently provides curbside recycling collection services to several Portage County Political Subdivisions including Franklin Township, and

WHEREAS, the District Commissioners did adopt Resolution No. 19-0121 on Aug 8th, 2019 authorizing the District Commissioners to enter into an Agreement with Franklin Township to continue to perform the collection of residential recyclables from all Residential Dwelling Units within the Township with the delivery of the collected recyclables to the District Recycling Center in Brimfield, Ohio or to another processing facility; and

WHEREAS, Franklin Township Trustees adopted Resolution #2019-14 authorizing the Trustees to make and enter into a contract with the Portage County Solid Waste Management District, and

WHEREAS, the District Commissioners are prepared to continue to provide curbside recycling collection services starting January 1, 2019 using Portage County Solid Waste Management District personnel and using Portage County Solid Waste Management District collection vehicles, and

WHEREAS, upon signing of this agreement by all parties, the Portage County Solid Waste Management District shall have the right to provide recycling collection services to all residential single-family, two-family, and three-family dwellings, including condos in Franklin Township through December 31, 2024 as per the following Detailed Specifications:

DETAILED SPECIFICATIONS

**FOR RESIDENTIAL CURBSIDE RECYCLING COLLECTION BY THE PORTAGE COUNTY SOLID
WASTE DISTRICT IN FRANKLIN TOWNSHIP, OH**

SECTION 1 – Definitions

- 1.1 **Agreement** - The actual Government to Government agreement, as provided for in 307.15 of the ORC, Agreement signed between the District Commissioners and the Township for the authorized right to collect recyclables from all residential dwelling units.
- 1.2 **Billed Units** - Listing of all units to be billed for recycling collection services. The Master Billing Listing shall be created by the District in cooperation with the Township and compiled from a combination of existing customer lists from property tax records, and other applicable sources.
- 1.3 **Commercial Operator** - All persons, firms or corporations who own or operate stores, restaurants,

industries, institutions, mobile home parks and other similar places including multi-family dwellings or multi-family residential structures.

- 1.4 Container - The official designated receptacles or recycling carts into which residents place recyclable materials. All such receptacles are and shall remain the property of the District including the contents.
- 1.5 Curbside - That portion of the right-of-way adjacent to paved or traveled Township roadways, including the end of a driveway, curb line or alley line. Carts shall be placed as close to the roadway as practicable without interfering with or endangering the movement of vehicles or pedestrians.
- 1.6 Delivery Site - The District Recycling Processing Facility located at 3588 Mogadore Road, Brimfield Township, Portage County, Ohio or to another processing facility.
- 1.7 District - The Portage County Solid Waste Management District, 3588 Mogadore Rd., Kent OH 44240.
- 1.8 District Commissioners - The District Commissioners as the authorized Board of the Portage County Solid Waste Management District.
- 1.9 Dwelling, Multi-family – A residential structure containing more than three Residential Dwelling Units.
- 1.10 Dwelling, Single-family – A residential structure containing one Residential Dwelling Unit. This also includes any condo unit containing one Residential Dwelling Unit.
- 1.11 Dwelling, Three-family – A residential structure containing three Residential Dwelling Units.
- 1.12 Dwelling, Two-family – A residential structure containing two Residential Dwelling Units.
- 1.13 Dwelling Unit, Residential- A residential dwelling unit shall be defined as one or more rooms providing living facilities for one family, including equipment for cooking or provisions for the same and including room or rooms for living, sleeping and eating.
- 1.14 Holidays - The following shall be holidays for purposes of this Agreement:
New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day
- 1.15 Premises - Land or buildings or both, occupied, by a householder or a commercial operator.
- 1.16 Recyclable Material - This term shall refer to recyclable materials that are designated annually by the District and the District's contracted processor. The list will be published on the District website www.portagerecycles.com by January 15th of each calendar year. The Township shall receive an electronic copy of the list by January 1st of each calendar year.
- 1.17 Township – means the Franklin Township and/or any member(s), officer(s), official(s), elected or

otherwise, employee(s) and/or agent(s) of Franklin Township government.

SECTION 2 - Mandatory Subscription

- 2.1 The District shall supply recycling collection services described in this Agreement to all single-, two- and three-family dwellings within the Township's limits. The District shall bill the person(s) in charge of each such dwelling for said services provided under this Agreement. The District shall supply the recycling collection services in this Agreement at no charge to all Franklin Township buildings for the duration of this Agreement. The Portage County Solid Waste Management District shall have the right to provide these recycling collection services in Franklin Township through December 31, 2024.
- 2.2 The initial term of this Agreement shall be five (5) years from 12:01 a.m. January 1, 2019 through 11:59 p.m. December 31, 2024. Provide for automatic yearly renewal unless 180 days prior notice by either party.

SECTION 3 - Carts

- 3.1 Container Types - The District will furnish a 95-gallon or a 65-gallon cart for each residential dwelling unit included in this Agreement.
- 3.2 Container Delivery
The District shall be responsible for providing carts to all existing residential dwelling units included in this Agreement that currently do not have any or enough carts, all new homes after notification by the Township that the residential dwelling unit has been added to the Agreement, and all future new residential dwelling units included in this Agreement-built within the Township. Extra carts, carts lost, stolen, or damaged shall be replaced at the expense of the District as directed by the Township. The District shall pick up and deliver the replacement carts to the designated residential dwelling unit along with educational information that explains the curbside recycling and waste collection program in the Township.

To ensure consistency and cooperation, no information shall be directly prepared and distributed to the residents by the Township or the District without the review and approval by both the Township and the District.

SECTION 4 - Collection Service

- 4.1 Service Provided - The District shall provide biweekly curbside collection service from each residential dwelling unit included in this Agreement for each of the following recyclable materials: that are designated annually by the District and the District's contracted processor. The list will be published on the District website www.portagerecycles.com by January 15th of each calendar year and provided electronically to the Township by January 1 of each calendar year.
- 4.2 Carry Out Service - The District shall provide at no extra charge Carry Out Service to address the needs of residents who are handicapped, disabled, impaired or otherwise precluded from, or physically incapable of, placing the recycling carts at curbside. The District will require a resident to provide a letter from a physician certifying the need for the service. The resident will be required to renew the request annually with the District. Carry Out service will not be advertised. If some resident wishes to have carryout service and does not qualify the charge for the service shall be an

additional ten (\$10.00) dollars per month.

The Township shall notify the District Director in writing when Carry Out service is to be initiated or suspended for a residential dwelling unit.

The location of recycling carts from residential dwelling units receiving carry out service shall be on the ground floor level and no farther from the street than ten (10) feet beyond the real line of the building. Carts shall not be placed within an enclosed fence, garage, carport, etc. The Township will not be responsible when a resident does not comply with the District's requirements, provided that the Township has not caused or contributed to the non-compliance. The Township will participate with the District to make the program successful.

- 4.3 Location of Carts for Collection - Residents will be required to place each container at curbside for collection. Carts must be placed at curbside by 6:00 a.m. on the designated collection day. When construction work is being performed in the right-of-way or snow interferes with such placement, carts shall be placed as close as practicable to an access point for the collection vehicle. The Township will not be responsible when a resident does not comply with the District's requirements, provided that the Township has not caused or contributed to the non-compliance. The Township will participate with the District to make the program successful.

Carts shall be placed no less than three (3) feet from another cart, mailbox or utility pole. The District will notify a resident once about the improper placement of the cart but pick it up that day. If the cart is still improperly placed, the cart will not be picked up. The Township will not be responsible when a resident does not comply with the District's requirements, provided that the Township has not caused or contributed to the non-compliance. The Township will participate with the District to make the program successful.

SECTION 5 - Operation

5.1 Days and Hours of Operation

Collection of recyclables shall not start before 6:00 a.m. or continue after 7:00 p.m. on the same day. Carts shall be collected by Friday on the bi-weekly service schedule, except for Holiday weeks where Saturday shall be worked as the make-up day for the Holiday, if required. Exceptions to collection hours shall be effective only upon the mutual agreement of the District and the Township, or when the District reasonably determines that an exception is necessary in order to complete collection. The District will notify the Township when this occurs.

- 5.2 Routes of Residential Curbside Collection -The Township shall work with the District to create a map designating the collection quadrants, as well as a listing of each street and house number on each route. The District or the Township may request changes in the collection day subject to mutual approval of the Township and the District. In the event the Township establishes a schedule for solid waste collection, the District and the Township shall mutually agree to adjust the curbside recycling collection routes as necessary. It shall be the District's responsibility to notify residents of the days their recyclables will be collected.

5.3 Holidays

The District shall observe the holidays included in Section 1.14 by suspension of collection service on the holiday and adding Saturday as a workday as required. The District shall provide the Township with a schedule of holidays to be observed and the manner in which collections will be changed to accommodate them.

5.4 Call Backs

The District shall provide call back collection service for all residential collection routes. The purpose of this service is to pick up recyclables from residential dwelling units that have been missed by the District collection vehicle in the regular pickup service. This service will be neither advertised nor published. Individuals who notify the District that they were missed by regular service within twenty-four (24) hours of their regular collection date will be offered this service. The District shall accomplish the call back by the close of the next full working day after being notified by the residential dwelling unit. If the District utilizes equipment that allows the driver to automatically log if a resident's cart is not out at the time of service, the District will not be obligated to return to provide service until the next regularly scheduled day of service.

5.5 Complaints

All complaints will be made directly to the District. Upon notification, the District shall pay prompt and courteous attention to all such complaints. In the interest of expediting the processing of subscribers' complaints, establishing service to new subscribers and for other communications purposes, the District shall provide operating radios or radio telephone receivers and transmission equipment in all operating collection vehicle regularly used for collection in the Township.

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

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

5.8 Collection Equipment - The District shall provide an adequate number of vehicles and other equipment for regular collection services. All vehicles shall be kept in good repair, appearance and sanitary condition at all times. Each vehicle shall have clearly visible on each side the identity of the District. The District shall provide a system of communication between the collection vehicle drivers and the District's dispatch office, e.g. radios or phone communication for each, to assure adequate tracking and information exchange between the two. Each of the District's employees shall at all times have and carry a valid Ohio Driver's License for the type of vehicle.

SECTION 6 - Compliance with Laws

6.1 The District shall conduct operations under this Agreement in compliance with all applicable laws, rules, regulations, ordinances and legal requirements. This Agreement shall be construed, interpreted and otherwise understood pursuant to Franklin Township Resolutions and policies in effect at the time this Agreement becomes effective, unless the Township and District otherwise agree in writing.

SECTION 7 - Effective Date

7.1 The District shall anticipate the continuation of residential recycling collection as per the terms and conditions of this new agreement effective January 1, 2019.

SECTION 8 - Quantities

8.1 The District estimates that the number of occupied residential dwelling units included in this

Agreement-is approximately 2,055.

SECTION 9 - Basis and Method of Payment

9.1 Unit Prices Bid

The unit prices for the five-year term of the Agreement shall include labor, material, vehicle, equipment, fees, permits, disposal charges and all other incidentals necessary to provide the required services. Payment shall be made for acceptable service performed and products or materials supplied. The price shall be \$87.96 per residential dwelling unit per year, \$36.00 for recycling and \$51.96 to the Township for the leaf program for the first year, \$39.00 for recycling and \$48.96 to the Township for the second year and \$42.00 for recycling and \$45.96 to the Township for the leaf program for all subsequent years of the Agreement and shall be modified pursuant to the terms and conditions in sub-section 9.2. Recycling service fees shall be applied to the property taxes.

9.2 Modification of Rates

The District and the Township agree to an annual review of the rates, terms and conditions of the Agreement and will agree to price adjustments upon mutual agreement of the Township Board of Trustees and the District during the Agreement period. The District and the Township Trustees agree to renegotiate the rates or institute a fuel surcharge when diesel prices average over \$4.00 per gallon in a rolling twelve-month period, as per the state bid costs, or non-District charges rise to where the district averages a negative return over a rolling 12-month period. The District will provide substantiated data prior to renegotiation.

9.3 District Billings to Residential Units

The District will assess the recycling fees to the annual property taxes from the County Auditor. The rate to be billed to each owner of a residential dwelling unit will be \$7.33 per month per residential single-family dwelling unit.

9.4 Termination and Set Up of Service for Residential Units

The residential dwelling unit subscriber shall directly notify the District of the need for service termination due to the sale of the residential unit.

New residential dwelling unit subscribers shall directly notify the District of their move-in date, name, and address.

The District will provide educational information to new home owners and residents, area realtors, developers, Township employees and the local Board of Education. Educational material can include details on starting and properly using the Township Recycling Program.

9.5 District's Responsibility for Bad Debt

The District shall provide continuous, non-stop service to all delinquent and/or past due residential unit accounts. The District shall be responsible for holding delinquent accounts as an uncollected account receivable until such time as the District collects the certified amounts through the process outlined in Para. 9.6. Billing: Failure to Remit Fees

9.6 Billing: Failure to Remit Fees

The District shall certify unpaid charges for recycling collection, together with any penalties and collection charges, to the County Auditor who shall place the certified amount on the real property tax list and duplicate against the property served by the service. The amount certified shall be a lien

on the property served from the date placed on the list and duplicate and shall be collected in the same manner as other taxes, except, notwithstanding Ohio Revised Code 323.15, a County Treasurer shall accept a payment in such amount when separately tendered as payment for associated penalties. The lien shall be released immediately upon payment in full of the certified amount.

9.7 Leaf Rebate

The District shall rebate \$4.33 per residential dwelling unit per month for the Township's leaf collection program for the first year, \$4.08 for the second year and \$3.83 for all subsequent years.. The District shall pay the rebate amount annually within 45 days from the receiving an invoice therefore from the Township. The annual rebate amount shall not exceed \$106,800.00.

SECTION 10 - Transferability of Agreement

10.1 No assignment of the Agreement or any right occurring under this Agreement shall be made in whole or in part by the District or the Township without the express mutual written consent of both parties.

SECTION 11 – Agreement

11.1 The District shall be the Township's authorized provider of recyclable material collection and delivery services to all single-, two- and three-family dwellings within the corporate limits of Franklin Township for the duration of this contract.

SECTION 12 - Ownership

12.1 Title to recyclable materials shall become the sole possession of the Portage County Solid Waste Management District as soon as the materials have been placed in the Township's collection carts and the carts have been placed curbside or into the District's collection vehicle.

SECTION 13 - Data Collection

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

SECTION 14 - Frequency of Service

14.1 All residential subscribers shall receive recycling collection service at a frequency of one pickup every other week.

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

SECTION 15 - General Conditions

15.1 **TERMINATION OF AGREEMENT.** This Agreement may be terminated for any or no reason upon

written mutual agreement between the District and Franklin Township.

1. **TERMINATION BY FRANKLIN TOWNSHIP.** Failure of the District to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by Franklin Township upon One hundred eighty (180) days advance written notice to the District specifying the termination effective date and identifying the "basis for termination." The Township shall pay for District services rendered up to the date of termination of the Agreement. Upon receipt of the written notice, the District shall have ten (10) days to provide a written response to the Franklin Township. If the District provides a written response which provides an adequate explanation for the "basis for termination" and the District cures the "basis for termination" to the satisfaction of the Franklin Township, the One hundred eighty (180) day notice shall become null and void and this Agreement will remain in full force and effect. Termination under these provisions shall be without penalty to the Township.
2. **TERMINATION BY DISTRICT.** Failure of the Township to comply with any provision of this Agreement shall be considered grounds for termination of this Agreement by the District upon One hundred eighty (180) days advanced written notice specifying the termination effective date and identifying the "basis for termination." The Township shall pay the District for services rendered up to the date of termination of the Agreement. Upon receipt of the written notice the Township shall have ten (10) days to provide a written response to the District. If the Township provides a written response to the District which provides an adequate explanation for the "basis of termination," or cures the "basis for termination" to the satisfaction of the District, the One hundred eighty (180) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the District.

The District may terminate this Agreement immediately upon written notice to the Township in the event that any Township reasonably act(s) or omission(s) frustrate, impede, obstruct, unreasonably delay or otherwise unreasonably increase the cost of the District's ability to perform its obligations under this Agreement. The District shall be entitled to full recompense for all services rendered to the time of this termination. Termination under this provision shall be without penalty to the District.

- 15.2 **Assignment/Delegation.** Neither party shall delegate, assign nor sub-Agreement any rights, duties or obligations under this Agreement without the express written consent of the other party, and each party hereby binds itself to the successors and assigns of the other party in respect of all covenants of this Agreement.
- 15.3 **Amendment.** This written Agreement embodies the entire agreement between the parties appertaining to the subject matter herein. Should any changes, mutually agreed upon, become necessary and/or appropriate, such changes shall be incorporated only by written amendment signed by both parties.
- 15.4 **Covenant of Cooperation.** Each party shall cooperate with and provide necessary information to the other to enable the parties to comply with the terms of this Agreement. The parties shall perform all acts and deeds as may be necessary or appropriate to effect, claim, reserve and maintain this Agreement including, without limitation, joining in the execution of all documentation and providing any necessary documentation required in connection with the Agreement.

- 15.5 **Governing Law and Jurisdiction.** This Agreement shall be construed, interpreted, and the rights of the parties determined in accordance with the laws of the State of Ohio and in the Courts of Portage County, Ohio or in the case of Federal Jurisdiction in the United States District Court of Ohio, Northern District, Eastern Division.
- 15.6 **Modification.** This Agreement may be modified only with the express written consent of both parties.
- 15.7 **Notice.** Any notice required or permitted to be given under this Agreement will be effective if it is sent by certified or registered mail, return receipt requested, or insured courier to the appropriate party at the address set forth below. Either party may change its address for receipt of notice by providing the other party with the new address in accordance with this Section. Notices are deemed given five (5) business days following the date of mailing or one (1) business day following delivery to a courier; the date of notice is the date of mailing.

William G. Steiner, II, Director
 Portage County Solid Waste District
 3588 Mogadore Road
 Kent, OH 44240

Franklin Township Trustees
 219 Gougler Avenue
 Kent, Ohio 44240

- 15.8 **Records.** The parties acknowledge that all records, books, documents, whether written or computer generated, pursuant to this Agreement, may be public records for purposes of Revised Code 149.43, unless otherwise exempted in accordance with State and Federal Law.
- 15.9 **Severability.** In the event that any term or clause of these general conditions is held to be invalid as contravening any law or governmental regulation or otherwise, then such term or clause shall remain in effect only to the extent permitted by such law or governmental regulation, but the remaining provisions shall continue in full force and effect.
- 15.10 **Survival.** Rights and obligations under this Agreement which by their nature should survive, including, but not limited to audit requirements, financial recovery for District services rendered and/or expenses incurred, reimbursement provisions, confidentiality and transition procedures, will remain in effect after expiration or termination of the Agreement until such time as those requirements are fulfilled.
- 15.11 **Waiver.** The waiver of any term of this Agreement shall not be construed or interpreted as a waiver of any other term of the Agreement.

SECTION 16 -Force Majeure

- 16.1 In case District performance of any term(s) or provision(s) of this Agreement is delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, strikes by the processing facility employees, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the District and which, by the exercise of reasonable diligence, the District is unable to prevent; the District may, at its option, suspend or cancel, without liability, the performance of its obligations

hereunder during the period such cause continues.

- 16.2 In case Township performance of any term(s) or provision(s) of this Agreement is delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, public disturbances, strikes by the processing facility employees, lockouts, differences with workers, earthquakes, fires, floods, Acts of God or any other reason whatsoever which is not reasonably within the control of the Township and which, by the exercise of reasonable diligence, the Township is unable to prevent; the Township may, at its option, suspend or cancel, without liability, the performance of its obligations hereunder during the period such cause continues.

SECTION 17 - Insurance


- 17.1 The District shall at all times, from the inception of this Performance Agreement with the Township, until its final performance, have in effect insurance of the kinds and with the limits at least in the amount as indicated below.
- a. Motor Vehicle Bodily Injury and Property Damage Liability Insurance. District shall carry insurance to cover liability and claims arising from the use and operation, in connection with the performance of this Agreement, of motor vehicles (as customarily defined in liability insurance policies), whether they are owned, hired or non-owned by the District.
 - b. Damage Liability and Property Damage Liability. The District Commissioners shall furnish evidence to the Township that with respect to the operations performed, the District Liability Insurance shall provide for a limit not less than \$1,000,000.00 for all damages arising out of bodily injuries, including accidental death, to two or more persons in any one occurrence, and regular Property Damage Liability Insurance providing for a limit of not less than \$1,000,000.00 for all damages arising out of an injury to or destruction of property in any one accident, and, subject to that limit per accident a total (or aggregate) limit of \$1,000,000.00 for all damage arising out of injury to or destruction of property during the policy period.


NOW, THEREFORE, the District Commissioners and Franklin Township do hereby agree to these Agreement conditions;

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

PORTAGE COUNTY SOLID WASTE DISTRICT COMMISSIONERS:

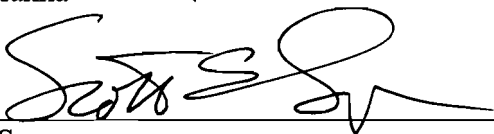
 Date: 8/29/19
Vicki A. Kline

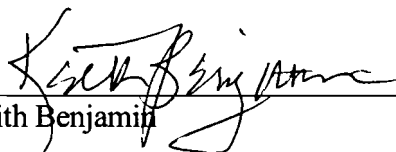
 Date: 8/29/19
Kathleen Clyde

 Date: 8/29/19
Sabrina Christian-Bennett

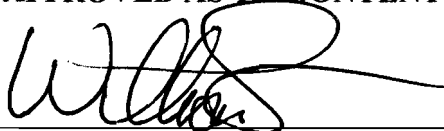
FRANKLIN TOWNSHIP

 Date: 7.15.19
Ann Hanna

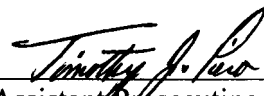
 Date: 7/23/19
Scott Swan

 Date: 7/17/19
Keith Benjamin

APPROVED AS TO CONTENT:

 Date: 7-25-19
William G. Steiner, II Director Portage County Solid Waste Management District

APPROVED AS TO FORM:

 Date: 8/16/19
Assistant Prosecuting Attorney

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