

CITY OF STRONGSVILLE, OHIO

ORDINANCE NO. 2014 – 014

By: Mr. Carbone

**AN ORDINANCE RATIFYING, APPROVING AND AUTHORIZING THE MAYOR TO ENTER INTO AN AGREEMENT WITH A RECYCLING COMPANY FOR SALE OF RESIDENTIAL AND MUNICIPAL RECYCLABLE WASTE PAPER AND CARDBOARD PAPER MATERIALS, AND DECLARING AN EMERGENCY.**

WHEREAS, the City of Strongsville over the years has had an active program, financed in part through various grants, to encourage and facilitate recycling of residents' waste and waste products and those generated through municipal activities and facilities; and

WHEREAS, to date, the City has been paying a firm for separate disposal of certain paper and cardboard waste products; and

WHEREAS, after reviewing available recycling services available in the market place, the City has received a proposal from River Valley Paper Company of Akron, Ohio for them to purchase certain accumulations of waste paper and cardboard paper located at various City facilities and locations, and to remit payment to the City for same by weight on a monthly basis; and

WHEREAS, consistent with the above, the River Valley Paper Company and the City are desirous of entering into an agreement for sale and purchase of certain recyclable paper and cardboard waste products on a regular monthly basis.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF STRONGSVILLE, COUNTY OF CUYAHOGA AND STATE OF OHIO:

**Section 1.** That the Mayor's entering into a recycling Services Agreement with **RIVER VALLEY PAPER COMPANY** for sale of certain residential and municipal paper and cardboard waste items substantially in the form attached hereto as Exhibit A, is hereby ratified, approved and authorized.

**Section 2.** That any funds remitted to the City as a result of the aforesaid Agreement and any funds expended by the City shall be paid into and/or from the General Fund.

**Section 3.** That it is found and determined that all formal actions of this Council concerning and relating to the adoption of this Ordinance were adopted in an open

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meeting of this Council; and that all deliberations of this Council, and any of its committees, that resulted in such formal action were in meetings open to the public in compliance with all legal requirements.

**Section 4.** That this Ordinance is hereby declared to be an emergency measure immediately necessary for the preservation of the public peace, health, safety and welfare of the City, and for the further reason that it is immediately necessary for the execution of said Agreement in order to proceed with a program for sale of certain recyclables, and to conserve public funds. Therefore, provided this Ordinance receives the affirmative vote of two-thirds of all members elected to Council, it shall take effect and be in force immediately upon its passage and approval by the Mayor; otherwise from and after the earliest period allowed by law.

Michael Daymut  
President of Council

Approved: Thomas B. Burier  
Mayor

Date Passed: January 21, 2014  
Yea                      Nay

Date Approved: Jan. 22, 2014

Attest: Leslie J. Siegfried  
Clerk of Council

Carbone	<input checked="" type="checkbox"/>	_____
Daymut	<input checked="" type="checkbox"/>	_____
DeMio	<input checked="" type="checkbox"/>	_____
Dooner	<input checked="" type="checkbox"/>	_____
Maloney	<input checked="" type="checkbox"/>	_____
Schonhut	<input checked="" type="checkbox"/>	_____
Southworth	<input checked="" type="checkbox"/>	_____

ORD. No. 2014-014 Amended: \_\_\_\_\_  
 1st Rdg. 01-21-14 Ref: \_\_\_\_\_  
 2nd Rdg. Suspended Ref: \_\_\_\_\_  
 3rd Rdg. Suspended Ref: \_\_\_\_\_

Pub Hrg. \_\_\_\_\_ Ref: \_\_\_\_\_  
 Adopted: 01-21-14 Defeated: \_\_\_\_\_



The City of Strongsville will sell and River Valley Paper Company, located at 120 East Mill Street #337, Akron, OH 44308, will purchase and pick-up all waste paper & cardboard paper. This agreement is ongoing for the City of Strongsville to sell all waste paper and cardboard generated at the Service Center, Recreation lot, 4 Fire Stations, Jim Nichols Park and Surrerar Park to River Valley Paper Company until terminated by notice 30 days in advance. Conditions are as follow:

- A. **Quantity:** Entire accumulation of waste paper & cardboard paper put into River Valley Paper Recycling Bins.
- B. **Packing:** 10 Cu. Yd. paper and cardboard bins to support volume at each location. Additional bins as needed.
- C. **Service:** Pick up 3x week at Service Center and Recreation Lot. Weekly pick up at Firestations and 2 park locations to maintain neat, tidy area around the bin. Customized per location as needed.
- D. **Payment Terms:** Checks detailing monthly weight and environmental impact report will be issued the 15<sup>th</sup> of the month for the previous month's shipments.
- E. **Pricing:** \$30 per ton
- F. **Materials accepted:** Newspapers, Phonebooks, Office and School Paper, Magazines, Mail, Catalogs, Hard and Soft Bound Books, Brown Paper Bags, Cardboard.

RIVER VALLEY PAPER COMPANY      CITY OF STRONGSVILLE

**BUYER**

**SELLER**

By: Thomas P. Perciak  
Thomas P. Perciak, Mayor

120 East Mill St. Suite 337 ~ Akron, OH 44309 ~ (330) 535-1001 ~ www.RiverValleyPaper.com

Date: Jan 22, 2014

**ADDENDUM TO SERVICE AGREEMENT BETWEEN**  
**CITY OF STRONGSVILLE ("CITY") AND**  
**RIVER VALLEY PAPER COMPANY ("RIVER VALLEY")**

1. **WARRANTIES.** River Valley warrants that its services will be performed in a professional manner and in accordance with prevailing and applicable industry standards within the Northeast Ohio area.

2. **INDEMNIFICATION.** River Valley agrees to defend, indemnify and hold the City, and its employees and agents, harmless from any and all claims, demands, loss, personal injuries, property damage, or damage of any kind or nature whatsoever to the extent caused by the acts, errors or omissions of River Valley, its employees, agents, subcontractors, or by anyone directly or indirectly employed by any of them, or by anyone for whose negligence or willful misconduct any of them may be liable and arising out of the operation of this Agreement.

3. **INSURANCE.** River Valley shall maintain the various insurance coverages, including comprehensive general liability insurance naming the City as an additional insured and appropriate Automobile insurance and Worker's Compensation coverage. Policies shall name the City as an additional insured and shall be maintained with responsible insurance carriers qualified to do business in the State of Ohio and approved by the State Superintendent of Insurance. As soon as practical upon execution of this Agreement and before commencing any performance hereunder, River Valley shall deposit with the Director of Finance, the policies of insurance, or certificates therefore, bearing notations or accompanied by other evidence satisfactory to the Director of Finance and/or Law Director of the payment of premiums and thereafter prior to the expiration dates of the expiring policies. The City must be advised of any cancellation of policies or coverages.

4. **POWERS OF THE CITY.** Nothing contained in this Agreement shall be considered to diminish the governmental or police powers of the City, including, but not limited to, the City's authority to enter into a similar agreement with any other entity.

5. **NONDISCRIMINATION.** River Valley agrees to comply with all applicable federal, state, county and local laws regarding nondiscrimination, and specifically agrees not to discriminate against any employee or applicant for employment because of race, color, religion, creed, gender, national origin, or disability.

6. **NON-WAIVER.** Neither the waiver by either party to this Agreement of any breach of any agreement, condition or provision of this Agreement, nor the failure of either party to seek redress for violation of, or to insist upon strict performance of any agreement, condition or provision, shall be considered to be a waiver of the agreement, condition or provision or of any subsequent breach of any agreement, condition or provision. No provision of this Agreement may be waived except by written agreement of the party to be charged.

7. **NOTICES.** Any notice or other communication required or permitted hereunder shall be deemed to be properly given when sent by certified or registered mail, postage prepaid, return receipt requested, or when hand delivered, and addressed as follows:

**If to City:**  
Director of Public Service  
City of Strongsville  
16099 Foltz Parkway  
Strongsville, Ohio 44149  
*with a copy to the Law Director*

**If to River Valley:**  
Carol Pannent  
Account Representative  
River Valley Paper Company  
120 East Mill Street, Suite 337  
Akron, Ohio 44309

Either party may at any time, by giving ten (10) days' written notice to the other party, designate any other address in substitution of the foregoing address to which the notice or communication shall be transmitted.

**8. PARAGRAPH HEADINGS.** The paragraph headings contained herein are merely for convenience and reference, and are not intended to be a part of this Agreement, or in any manner to limit or describe the scope or intent of this Agreement or the particular paragraphs to which they refer.

**9. LEGAL RELATIONSHIP OF PARTIES.** It is expressly understood and agreed that during the term of this Agreement, River Valley shall be engaged in the provision of services solely as an independent contractor, and shall have no right to control City's officials, employees, agents, contractors, or representatives. It is further expressly understood that River Valley's officers, employees, agents, contractors, and representatives are acting solely and exclusively under the direction and control of River Valley. Nothing in this Agreement shall be deemed to create or establish a relationship of employment, agency, or representation between the City and River Valley, its officers, employees, agents, contractors or representatives; and River Valley shall have no authority whether express, implied, apparent or otherwise to bind or obligate the City in terms of any third parties.

**10. NO PARTNERSHIP.** Nothing contained herein shall make, or be deemed to make, the City and River Valley a partner of one another, and this Agreement shall not be construed as creating a partnership between the parties.

**11. COMPLIANCE WITH CERTAIN STATE LAWS.** River Valley is in compliance with and shall abide by the reporting provisions of O.R.C. Sections 9.23-9.239 regarding reporting obligations with respect to the State Auditor; and also with respect to the amended requirements of O.R.C. Section 3517.13 regarding limitations and restrictions on contributions to the campaign committees of certain City officials.

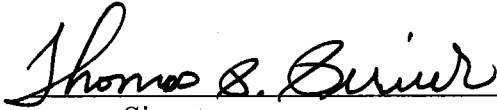
**12. SINGULAR AND PLURAL.** Wherever the context shall so require, the singular shall include the plural and the plural shall include the singular.

**13. BINDING EFFECT AND SUCCESSORS AND ASSIGNS.** This Agreement and all of the covenants hereof shall inure to the benefit of and be binding upon the City and River Valley respectively and their respective partners, successors, permitted assigns and legal representatives. Neither the City nor River Valley shall have the right to assign or transfer its interests or obligations hereunder without the written consent of the other party.

Acceptance of the terms of this Addendum to the Agreement is acknowledged by both River Valley and City through the following signatures of their respective authorized representatives.

**“CITY”**  
**CITY OF STRONGSVILLE**

**“RIVER VALLEY”**  
**RIVER VALLEY PAPER COMPANY**

  
\_\_\_\_\_  
Signature

\_\_\_\_\_  
Signature

Thomas P. Perciak, Mayor  
\_\_\_\_\_  
Typed Name/Title


Carol Pannent, Account Representative  
\_\_\_\_\_  
Typed Name/Title

Jan 22, 2014  
\_\_\_\_\_  
Date of Signature

\_\_\_\_\_  
Date of Signature

**CERTIFICATE OF LAW DIRECTOR**

I hereby certify that I have reviewed and approved the form of the foregoing Contract this 22<sup>nd</sup> day of January, 2014.

  
\_\_\_\_\_  
Kenneth A. Kraus, Law Director

**AFFIRMATIVE ACTION CERTIFICATE**

In providing goods and/or services hereunder vendor, lessor or contractor agrees to comply with the provisions of Title VI and Title VII of the Civil Rights Act of 1964 and the provisions of Executive Order No. 11246, dated September 24, 1965, as amended by Executive Order No. 11375, dated October 13, 1967, and such other executive orders on nondiscrimination in employment as may be issued, with all the rules, regulations and orders made pursuant thereto, as the same may be amended or revised from time to time, all of which are specifically included by reference and made a part hereof. Vendor, lessor or contractor agrees to include the substance of the foregoing clause in every subcontract or purchase order for performance of work in furnishing goods and/or services hereunder.

Company: \_\_\_\_\_

By: \_\_\_\_\_

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

**NON-COLLUSION AFFIDAVIT**

STATE OF \_\_\_\_\_ )  
 ) SS:  
COUNTY \_\_\_\_\_ )

\_\_\_\_\_, being first duly sworn, deposes and says that

he/she is \_\_\_\_\_ of the party making the foregoing

(Title)

Proposal; that such Proposal filed herewith is not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation; that such Proposal is genuine and not collusive or sham; that said Proposer has not, directly or indirectly, induced or solicited any other Proposer to put in a false or sham Proposal, and has not, directly or indirectly, colluded, conspired, connived or agreed with any Proposer or anyone else to put in a sham Proposal or that anyone shall refrain from proposing; that said Proposer has not in any manner, directly or indirectly, sought by agreement, communication or conference with anyone to fix the Proposal price of said Proposer or of any other Proposer or to fix any overhead, profit, or cost element of such Proposal price or that of any other Proposer, or to secure any advantage against the City of Strongsville or anyone interested in the proposed Contract; that all statements contained in such Proposal are true; that said Proposer has not, directly or indirectly, submitted his Proposal price or any breakdown thereof or the contents thereof, or divulged information or data relative thereto, or paid or agreed to pay, directly or indirectly, any money, or other valuable consideration for assistance or aid rendered or to be rendered in procuring or attempting to procure the Contract above referenced, to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, except to such person or persons as hereinabove disclosed to have a partnership or other financial interest with said Proposer in his general business; and further that said Proposer shall not pay or agree to pay, directly or indirectly, any money or other valuable consideration to any corporation, partnership, company, association, organization, or to any member or agent thereof, or to any other individual, for aid or assistance in securing the Contract above referenced in the event the same is awarded to the Proposer.

\_\_\_\_\_  
Affiant

SWORN TO BEFORE ME AND SUBSCRIBED IN MY PRESENCE THIS  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Notary Public





**DECLARATION AND REPRESENTATION  
IN ACCORDANCE WITH O.R.C. §9.24  
(Unresolved Findings for Recovery)**

In accordance with provisions of Ohio Revised Code Section 9.24, the undersigned vendor hereby certifies and represents to the City that it does not currently have any unresolved findings for recovery against it pending with the Ohio Auditor of State. The undersigned further understands and acknowledges that pursuant to law, the City, as owner, will conduct a search of the Auditor of State's available database to verify the within information; and further that if the undersigned vendor appears on the list indicating that there are one or more unresolved findings for recovery, then it will be prohibited under law and disqualified from being awarded a contract for goods, services or construction paid for in whole or in part with state funds. Such findings may also be considered by the City in determining the lowest and best bidder or vendor, even if no state funds are involved.

**VENDOR**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )

) SS:

COUNTY OF \_\_\_\_\_ )

SWORN TO AND SUBSCRIBED before me this \_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

\_\_\_\_\_  
Notary Public

**CERTIFICATION AND REPRESENTATIONS  
CONCERNING CAMPAIGN CONTRIBUTIONS TO CITY OFFICIALS**

In accordance with City policy and consistent with the intent of provisions of Ohio Revised Code Section 3517.13 as amended, the undersigned contractor/bidder hereby certifies and represents to the City that neither it nor any of the following have during the past two (2) years made individual contributions exceeding \$1,000.00 to any City officials or their campaign committees who have or would be involved in awarding the contract, bid or purchase order being proposed or entered into: (i) an individual; or (ii) partner or owner of partnership or unincorporated association; (iii) shareholder of association; (iv) more than 20% shareholder if a corporation; (v) administrator of estate; (vi) executor of estate; (vii) trustee of trust or; (viii) spouse of any of the above.

The undersigned further understands and acknowledges that the City can confirm and verify the above information; and that if any of these certifications or representations are false, then the City will have the discretion to prohibit and disqualify the undersigned from being awarded a contract, bid or purchase order by the City for goods or services exceeding \$500.00 in value during any calendar year.

**CONTRACTOR/BIDDER**

\_\_\_\_\_

By: \_\_\_\_\_

Title: \_\_\_\_\_

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

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) SS:

SWORN TO AND SUBSCRIBED before me this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_.

\_\_\_\_\_  
Notary Public