

**GEAUGA-TRUMBULL SOLID WASTE MANAGEMENT DISTRICT  
SINGLE STREAM DROP-OFF RECYCLING PROGRAM  
2020-2022**

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, 2020 through December 31, 2022.

*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, 2020 and terminating December 31, 2022, 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, etc.

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*.

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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  
Novelty, OH 44072

\_\_\_\_\_  
*Gary S. Gab-*

\_\_\_\_\_  
*Paul Miller*

\_\_\_\_\_  
*Jan Mueller*

\_\_\_\_\_  
12/18/19

***Date***